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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): January 26, 2017**

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**Revolution Lighting Technologies, Inc.**  
(Exact Name of Registrant as Specified in Charter)

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

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

**59-3046866**  
(IRS 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.)

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

- ☐ 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.****Amendment to the Credit Agreement**

On January 26, 2017, Revolution Lighting Technologies, Inc. (the “Company”) and its direct and indirect subsidiaries entered into an agreement to amend its loan and security agreement, with Bank of America, N.A. (“Bank of America”). The amendment modified the outstanding loan agreement to, among other things:

- Increase the amount the Company is able to borrow from \$27 million to \$50 million;
- Extend the maturity date of the Revolver Commitment from October 4, 2017 to January 26, 2020;
- Decrease the maximum applicable margin for LIBOR rate loans from 3.0% to 2.75% and the maximum applicable margin for base rate loans from 2.0% to 1.75%;
- Amend the definitions determining the Company’s borrowing availability in a manner which allows the Company to include a greater portion of its inventory and accounts receivables in the Borrowing Base;
- Remove the obligation of maintaining a leverage ratio of debt to EBITDA;
- Remove the obligation of maintaining a fixed charge coverage ratio, unless certain trigger events occur; and
- Permit the Company to repay certain indebtedness to the founders of Energy Source, LLC, totaling approximately \$10 million, in connection with the acquisition of Energy Source, LLC and up to \$1.5 million of indebtedness to its affiliate, Aston Capital LLC.

The foregoing is a summary of the material terms of the amendment and does not purport to be complete. The full text of the amendment to loan and security agreement and related agreements is attached hereto as Exhibit 10.1 and incorporated herein by reference.

**Continued Support From Chairman**

Our Chairman, Chief Executive Officer and President (the “Chairman”) reaffirmed his guarantee of \$7 million of borrowings under the aforementioned loan agreement, enabling the Company to borrow up to \$7 million in addition to the amount that is based upon receivables and inventory. In this connection, the Company and its subsidiaries formalized a reimbursement agreement (the “Reimbursement Agreement”) under which the Company and its subsidiaries promise to reimburse our Chairman in the event any amounts are paid by our Chairman under such guaranty, plus interest at a market rate determined at the time of such payment. The foregoing is a summary of the material terms of the Reimbursement Agreement and does not purport to be complete. The full text of the Reimbursement Agreement is attached hereto as Exhibit 10.2 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.**

On January 26, 2017, the Company and certain borrower subsidiaries entered into the Eleventh Amendment, as described in “Item 1.01. Entry Into a Material Definitive Agreement” which is incorporated by reference in this Item 2.03.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	Eleventh Amendment to Loan and Security Agreement, Eighth Amendment to Pledge Agreement and Ratification of Guaranty, dated as of January 26, 2017, among Revolution Lighting Technologies, Inc., Lumificient Corporation, Lighting Integration Technologies, LLC, Seesmart Technologies, LLC, Relume Technologies, Inc., Tri-State LED DE, LLC, Value Lighting, LLC, All Around Lighting, L.L.C., Energy Source LLC and Revolution Lighting – E-Lighting, Inc., Seesmart, Inc., TNT Energy LLC, the Guarantors party thereto and Bank of America, N.A.
10.2	Reimbursement Agreement, dated as of January 26, 2017, among Revolution Lighting Technologies, Inc., Lumificient Corporation, Lighting Integration Technologies, LLC, Seesmart Technologies, LLC, Relume Technologies, Inc., Tri-State LED DE, LLC, Value Lighting, LLC, All Around Lighting, L.L.C., Energy Source LLC and Revolution Lighting – E-Lighting, Inc., Seesmart, Inc., TNT Energy LLC, Sentinel Systems, LLC, Break One Nine, Inc., Revolution Lighting Technologies – Energy Source Inc., Value Lighting of Houston, LLC, and Revolution Lighting Technologies – TNT Energy

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**SIGNATURES**

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

Date: February 1, 2017

**REVOLUTION LIGHTING TECHNOLOGIES, INC.**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: Chief Financial Officer

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## EXHIBIT INDEX

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**ELEVENTH AMENDMENT TO  
LOAN AND SECURITY AGREEMENT,  
EIGHTH AMENDMENT TO PLEDGE AGREEMENT AND  
RATIFICATION OF GUARANTY**

THIS ELEVENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT, EIGHTH AMENDMENT TO PLEDGE AGREEMENT AND RATIFICATION OF GUARANTY (this "Eleventh Amendment") is made as of this 26<sup>th</sup> day of January, 2017 by and among REVOLUTION LIGHTING TECHNOLOGIES, INC., a Delaware corporation ("RLT"), LUMIFICIENT CORPORATION, a Minnesota corporation ("Lumificent"), LIGHTING INTEGRATION TECHNOLOGIES, LLC, a Delaware limited liability company ("LIT"), SEESMART TECHNOLOGIES, LLC, a Delaware limited liability company ("Seesmart Tech"), RELUME TECHNOLOGIES, INC., a Delaware corporation ("Relume"), TRI-STATE LED DE, LLC, a Delaware limited liability company ("Tri-State"), VALUE LIGHTING, LLC, a Delaware limited liability company ("Value Lighting"), ALL AROUND LIGHTING, L.L.C., a Texas limited liability company ("All Around"), ENERGY SOURCE, LLC, a Rhode Island limited liability company ("Energy Source"), REVOLUTION LIGHTING – E-LIGHTING, INC., a Delaware corporation ("RLT-E-Lighting"), SEESMART, INC., a Delaware corporation ("Seesmart"), and TNT ENERGY, LLC, a Massachusetts limited liability company ("TNT Energy", and together with RLT, Lumificent, LIT, Seesmart Tech, Relume, Tri-State, Value Lighting, All Around, Energy Source, RLT-E-Lighting, and Seesmart, singly and collectively, jointly and severally, "Borrowers" and each a "Borrower"), the Guarantors party hereto (each a "Guarantor" and collectively, jointly and severally, the "Guarantors"; and, together with the Borrowers, each an "Obligor" and collectively, jointly and severally, the "Obligors"), and BANK OF AMERICA, N.A., a national banking association ("Lender").

**WITNESSETH:**

WHEREAS, the Obligors and the Lender are parties to a certain Loan and Security Agreement, dated as of August 20, 2014 (as amended, modified, supplemented or restated and in effect from time to time, collectively, the "Loan Agreement").

WHEREAS, the Obligors and the Lender are parties to a certain Pledge Agreement, dated as of August 20, 2014 (as amended, modified, supplemented or restated and in effect from time to time, collectively, the "Pledge Agreement").

WHEREAS, pursuant to the terms and conditions of that certain Guaranty, dated as of August 20, 2014, made by the Guarantors in favor of the Lender and the Secured Parties (as amended, supplemented, modified and in effect, collectively, the "Guaranty"), the Guarantors have guaranteed the Guaranteed Obligations of the Borrowers under the Loan Agreement and the other Loan Documents.

WHEREAS, the Obligors have requested that the Lender modify and amend certain terms and conditions of the Loan Agreement and the Pledge Agreement.

WHEREAS, the Lender is willing to so modify and amend certain terms and conditions of the Loan Agreement and the Pledge Agreement, subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Obligors and the Lender agree as follows:

1. Capitalized Terms. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Loan Agreement.

2. Amendments to Loan Agreement. The Loan Agreement is hereby amended as follows:

- (a) The definition of “Applicable Margin” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:

“Applicable Margin: the margin set forth below, as determined by the average daily Availability for the last Fiscal Quarter:

Level		Average Daily Availability	Base Rate Revolver Loans	LIBOR Revolver Loans
I	≥	\$12,000,000	1.50%	2.50%
II	<	\$12,000,000	1.75%	2.75%

Until March 31, 2017, the margins shall be determined as if Level II were applicable. The margins shall be increased or decreased by Lender on the first day of the calendar month following each Fiscal Quarter end. If, Lender is unable to calculate average daily Availability for a Fiscal Quarter due to Borrowers’ failure to deliver any Borrowing Base Certificate when required hereunder, then, at the option of Lender, margins shall be determined as if Level II were applicable until the first day of the calendar month following its receipt.

Effective as of the Adjustment Date, the margins set forth above shall be reset as follows:

Level		Average Daily Availability	Base Rate Revolver Loans	LIBOR Revolver Loans
I	≥	\$12,000,000	1.25%	2.25%
II	<	\$12,000,000	1.50%	2.50%

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- (b) The definition of “Availability Reserve” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Availability Reserve: means the sum (without duplication) of (a) the Dilution Reserve; (b) the Rent and Charges Reserve; (c) the Bank Product Reserve; (d) the Aged A/P Reserve; and (d) such additional reserves, in such amounts and with respect to such matters, as Lender in its reasonable discretion may elect to impose from time to time.”
- (c) The definition of “Borrowers” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Borrowers: singly and collectively, jointly and severally, RLT, Lumificent, LIT, Seesmart Tech, Relume, Tri-State, Value Lighting, All Around, RLT-E-Lighting, Energy Source, Seesmart and TNT Energy.”
- (d) The definition of “Borrowing Base” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Borrowing Base: on any date of determination, an amount equal to the lesser of:
- (a) the Revolver Commitment; or
- (b) the sum of:
- (i) 85% of the Value of Eligible Accounts; *plus*
- (ii) without duplication of subclause (i) above, the lesser of (A) 85% of the Value of Designated Accounts, and (B) \$5,500,000; *plus*
- (iii) without duplication of subclause (i) above, the lesser of (A) 75% of the Value of Eligible Energy Source – TNT Energy Unbilled Accounts, and (B) \$7,500,000; *plus*
- (iv) the least of (A) 70% of the Value of Eligible Inventory, or (B) 85% of the NOLV Percentage of the Value of Eligible Inventory, or (C) \$7,750,000; *plus*
- (v) 100% of the current balance of the Pledged Cash Collateral; *minus*
- (vi) the Availability Reserve.”
- (e) Subclause (a) of the definition of “Eligible Account” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “(a) it is unpaid for more than 90 days after the original due date, or more than 120 days after the original invoice date;”

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- (f) The definition of “Guarantors” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Guarantors: Sentinel, Value Lighting Houston, Break One, RLT-ES and TNT Holdco, and each Borrower as to each other Borrower, and each other Person that guarantees payment or performance of Obligations. Pledgor is also a non-recourse Guarantor to the extent set forth in Pledgor’s Guaranty dated as of the Third Amendment Effective Date.”
- (g) The definition of “Management Services Agreement” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Management Services Agreement: that certain Amended Management Services Agreement, dated as of January 5, 2017, by and between Aston and RLT.”
- (h) The definition of “Permitted Investment” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Permitted Investment: means an Investment so long as (i) before and after giving effect to such Investment, no Event of Default has occurred and is continuing, (ii) the aggregate amount of all Investments (including any Permitted Acquisitions) occurring after the Eleventh Amendment Effective Date shall not exceed \$500,000, provided however any Permitted Investment which is financed with the proceeds of an Equity Issuance on terms and conditions satisfactory to Lender shall not be included in the cap of \$500,000, (iii) the Borrower has certified to Lender in writing that after giving effect to such Investment, the Obligors shall be in pro forma compliance with the financial covenant set forth in **Section 9.3** notwithstanding that a Covenant Trigger Event may not have occurred, and (iv) the Obligors comply with the provisions of **Section 9.2.9**.”
- (i) The definition of “Revolver Commitment” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Revolver Commitment: Lender’s obligation to make Revolver Loans and to issue Letters of Credit in an amount up to \$50,000,000 in the aggregate.”
- (j) The definition of “Revolver Termination Date” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Revolver Termination Date: January 26, 2020.”

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- (k) The definition of “Subordinated Debt” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Subordinated Debt: all of the indebtedness owed by any Obligor to any Person the repayment of which is subordinated to the repayment of the Obligations pursuant to the terms of a debt subordination agreement approved by Lender in its reasonable discretion. For sake of clarity, the DPI/Epiphany Debt, the Aston Debt, the Energy Source Debt, the TNT Debt and the LaPenta Reimbursement Debt constitute Subordinated Debt.”
- (l) The definition of “Unused Line Fee Rate” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:
- “Unused Line Fee Rate: a per annum rate equal to (a) 0.50%, if the average daily Availability was greater than or equal to \$12,000,000 during the preceding Fiscal Quarter, or (b) 0.375%, if the average daily Availability was less than \$12,000,000 during the preceding Fiscal Quarter; provided that upon the occurrence of the Adjustment Date, the Unused Line Fee Rate shall be reduced to a rate per annum rate equal to (a) 0.375%, if the average daily Availability was greater than or equal to \$12,000,000 during the preceding Fiscal Quarter, or (b) 0.25%, if the average daily Availability was less than \$12,000,000 during the preceding Fiscal Quarter.”
- (m) The definitions of (i) “All Around Payment Conditions”, (ii) “Energy Source Payment Conditions”, (iii) “RLT-E-Lighting Payment Conditions”, (iv) “TNT Payment Conditions”, (v) “Tri-State Earnout Payment Conditions” and (vi) “Value Lighting Earnout Payment Conditions”, all as contained in Section 1.1 of the Loan Agreement (**Definitions**), are hereby deleted in their entirety, and all references to such definitions in the Loan Agreement shall be replaced with the definition of “Eleventh Amendment Payment Conditions” in their stead.
- (n) The definition of “Availability Block” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety
- (o) The definition of “Senior Debt” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety.
- (p) The definition of “Senior Leverage Ratio” as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety.
- (q) The provisions of Section 1.1 of the Loan Agreement (**Definitions**) are hereby amended by inserting the following new definitions in their applicable alphabetical orders:
- “Adjustment Date: means the first day of the Fiscal Quarter following the Fiscal Quarter with respect to which the Lender receives the quarterly financial statements required by paragraph (b) of Exhibit E and the Compliance Certificate required by paragraph (d) of Exhibit E evidencing a Total Leverage Ratio calculated on a trailing twelve (12) month basis which is less than 3.0 : 1.0 for the immediately preceding Fiscal Quarter.”

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“Aston 2016 Debt: means the unsecured Debt advanced by Aston to RLT on or about November 1, 2016 in the aggregate amount of \$1,500,000, which Aston 2016 Debt shall be paid in full on the Eleventh Amendment Effective Date, including all interest due and payable thereon.”

“Covenant Trigger Event: means any of (i) the occurrence of an Event of Default or (ii) if at any time Availability is less than 12.5% of the lesser of (A) \$5,000,000 and (B) the Borrowing Base. A Covenant Trigger Event shall continue (a) so long as an Event of Default is continuing and has not been cured or waived and (b) until the Availability is greater than 12.5% of the lesser of (A) \$5,000,000 and (B) the Borrowing Base for a period of thirty (30) consecutive days.”

“Designated Accounts: means Accounts from time to time referenced in, and subject to, a written agreement by and among Borrower Agent and Lender.”

“Eleventh Amendment: means that certain Eleventh Amendment to Loan and Security Agreement, Eighth Amendment to Pledge Agreement, and Ratification to Guaranty, dated as of January 26, 2017, by and among the Obligors and the Lender.”

“Eleventh Amendment Effective Date: means January 26, 2017.”

“Eleventh Amendment Payment Conditions: means the following conditions with respect to any payment in cash:

- (a) before and immediately after giving effect to such payment, no Event of Default shall have occurred and be continuing;
- (b) for the thirty (30) consecutive days before and immediately after giving effect to such payment, Availability shall be no less than \$10,000,000; and
- (d) for the last day of the immediately-preceding Fiscal Quarter, and immediately after giving effect to such payment, the proforma Fixed Charge Coverage Ratio shall be at least 1.25 to 1.0 calculated on a trailing twelve (12) month basis.”

“Eligible Energy Source – TNT Energy Unbilled Accounts: means Accounts of Energy Source and/or TNT Energy (i) for which such Obligor intends to send a bill or invoice for the goods or services giving rise to such Accounts within ninety (90) days of the date of the applicable Borrowing Base Certificate, (ii) which would otherwise constitute an Eligible Account but for the fact that such Obligor has not sent a bill or invoice for the goods or services giving rise to such Account to the applicable Account Debtor and is noted on such Obligor’s balance sheet as being unbilled, and (iii) the eligibility of which to be billed within such period of

ninety (90) days is not subject to completion of any further performance by such Obligor, all determined to the sole satisfaction of the Lender. For avoidance of doubt, if any Account included in the calculation of Eligible Energy Source – TNT Energy Unbilled Accounts on any Borrowing Base Certificate is not billed or invoiced within ninety (90) days of the date of the applicable Borrowing Base Certificate, such accounts shall immediately and without notice to any Obligor become ineligible.”

“LaPenta Reimbursement Agreement: means that certain Reimbursement Agreement, dated as of the Eleventh Amendment Effective Date, by and among the Pledgor and the Obligors.”

“LaPenta Reimbursement Debt: means the Debt of the Obligors to the Pledgor pursuant to the terms and conditions of the LaPenta Reimbursement Agreement.”

“TNT Debt Payment Conditions: means the following conditions with respect to any payment in cash of the TNT Debt:

- (a) such payment cannot occur prior to November 1, 2017;
- (b) before and immediately after giving effect to such payment, no Event of Default shall have occurred and be continuing;
- (c) for the thirty (30) consecutive days before, and immediately after giving effect to such payment, Availability shall be no less than \$7,500,000; and
- (d) for the last day of the immediately-preceding Fiscal Quarter, and immediately after giving effect to such payment, the proforma Fixed Charge Coverage Ratio shall be at least 1.25 to 1.0 calculated on a trailing twelve (12) month basis.”

“Total Leverage Ratio: means the ratio of (a) total Debt to (b) EBITDA for RLT and its Subsidiaries; provided however for the purposes of calculating the Total Leverage Ratio, Debt shall exclude the LaPenta Reimbursement Debt.”

- (r) Section 9.1.1(b) of the Loan Agreement is hereby deleted in its entirety and the following substituted in its stead:

“(b) Reimburse Lender for all its charges, costs and expenses in connection with:

- (i) examinations of any Obligor’s books and records or any other financial or Collateral matters as Lender deems appropriate, up to two (2) times per Loan Year; and appraisals of Inventory, up to two (2) times per Loan Year; provided that such examinations shall be reduced to one (1) time per Loan Year, and such appraisals shall be reduced to one (1) time per Loan Year, if at any time, Availability is greater than 25% of the lesser of (1) the Revolver Commitment or (2) the Borrowing Base for sixty (60) consecutive Business Days, and all prior examinations and appraisals have been satisfactory to the Lender, and

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(ii) such examinations up to an additional one (1) time per Loan Year, and such appraisals up to an additional one (1) time per Loan Year, if at any time, Availability is less than the greater of (A) \$5,000,000, and (B) 10% of the lesser of (1) the Revolver Commitment or (2) the Borrowing Base for three (3) consecutive Business Days; provided however, that if an examination or appraisal is initiated during a Default or Event of Default, all charges, costs and expenses therefor shall be reimbursed by Obligors without regard to such limits. Subject to and without limiting the foregoing, Obligors agree to pay Lender's then standard charges for examination activities, including the standard charges of Lender's internal examination and appraisal groups, as well as the charges of any third party used for such purposes."

- (s) Subsection (e)(iii) of Section 9.2.7 (**Restrictions on Payment of Certain Debt**) of the Loan Agreement is hereby deleted in its entirety and the following substituted in its stead:

"(e) (iii) make regularly scheduled payments of principal, and prepayments of principal, on the Aston Debt, so long as the Borrower Agent has certified to Lender within five (5) Business Days prior to the making of such payments, that the Eleventh Amendment Payment Conditions have been and will, immediately after said payment, continue to be satisfied."

- (t) Subsection (i) of Section 9.2.7 (**Restrictions on Payment of Certain Debt**) of the Loan Agreement is hereby deleted in its entirety and the following substituted in its stead:

"(i) any cash payments to Aston pursuant to the Management Services Agreement in an amount not to exceed \$1,500,000 per year, unless the Borrower Agent has certified to Lender within five (5) Business Days prior to the making of such payment, that the Eleventh Amendment Payment Conditions have been and will, immediately after said payment, continue to be satisfied; provided however, the Borrower may pay compensation to Aston with shares of common stock of RLT as permitted by Section 2 of the Management Services Agreement as in effect as of the Eleventh Amendment Effective Date;"

- (u) Subsection (q) of Section 9.2.7 (**Restrictions on Payment of Certain Debt**) of the Loan Agreement is hereby deleted in its entirety and the following substituted in its stead:

"(q) the Energy Source Debt; provided that the Energy Source Debt may be paid in full from the proceeds of the Revolver Loans extended on the Eleventh Amendment Effective Date, if after giving effect to such payment, Availability shall be no less than \$8,500,000;"

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- (v) Subsection (w) of Section 9.2.7 (**Restrictions on Payment of Certain Debt**) of the Loan Agreement is hereby deleted in its entirety and the following substituted in its stead:
- “(w) the TNT Debt in cash, unless the Borrower Agent has certified to Lender within five (5) Business Days prior to the making of such payment, that the TNT Debt Payment Conditions have been and will, immediately after said payment, continue to be satisfied;”
- (w) The following subsection (z) shall be added to the end of Section 9.2.7 (**Restrictions on Payment of Certain Debt**) of the Loan Agreement:
- “(z) the Aston 2016 Debt; provided that the Aston 2016 Debt may be paid in full from the proceeds of the Revolver Loans extended on the Eleventh Amendment Effective Date, if after giving effect to such payment, Availability shall be no less than \$8,500,000; and”
- (x) The following subsection (aa) shall be added to the end of Section 9.2.7 (**Restrictions on Payment of Certain Debt**) of the Loan Agreement:
- “(aa) any cash payments under the LaPenta Reimbursement Agreement.”
- (y) Section 9.3. (**Fixed Charge Coverage Ratio**) of the Loan Agreement is hereby deleted in its entirety and the following substituted in its stead:
- “9.3.1 **Fixed Charge Coverage Ratio**. Upon the occurrence of a Covenant Trigger Event (in which case the following covenants shall be immediately tested as of the most recently ended Fiscal Quarter), and for so long as a Covenant Trigger Event shall be continuing, maintain a Fixed Charge Coverage Ratio, tested as of the last day of each Fiscal Quarter, of 1.1 : 1.0, calculated on a trailing twelve (12) month basis.”
- (z) Section 9.3.2 (**Senior Leverage Ratio**) of the Loan Agreement is hereby deleted in its entirety and the following substituted in its stead:
- “9.3.2 **RESERVED**”
- (aa) Section (a) of Exhibit F (**Collateral Reporting**) to the Loan Agreement is hereby deleted in its entirety and the following substituted in its stead:
- “(a) (i) By the fifteenth (15<sup>th</sup>) day of each month, Borrowers shall deliver to Lender a Borrowing Base Certificate prepared as of the close of business of the previous month, provided that if a Default or Event of Default exists, or if Availability is at any time less than the greater of (i) \$15,000,000, and (ii) 30% of the lesser of (A) the Revolver Commitment or (B) the Borrowing Base, Borrowers shall deliver to Lender, on the Wednesday of each week, a Borrowing Base Certificate prepared as of the close of business of the previous Friday for the then ending week, and (ii) at such other times as Lender may reasonably request. All calculations of Availability in any Borrowing Base Certificate shall originally be made by Borrowers and certified by a Senior Officer, provided that Lender may from time to time review and adjust any such calculation (a) to reflect its reasonable estimate of declines in value of any Collateral, due to collections

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received in the Dominion Account or otherwise; (b) to adjust advance rates to reflect changes in dilution, quality, mix and other factors affecting Collateral; and (c) to the extent the calculation is not made in accordance with this Agreement or does not accurately reflect the Availability Reserve.”

3. Amendments to Pledge Agreement. The existing Schedule III to the Pledge Agreement shall be deleted in its entirety, and the amended and restated Schedule III to the Pledge Agreement attached hereto as “Exhibit “A”” shall substituted in its stead.

4. Ratification of Loan Documents. Except as specifically amended by this Eleventh Amendment, all of the terms and conditions of the Loan Agreement and of each of the other Loan Documents shall remain in full force and effect. The Obligors hereby ratify, confirm, and reaffirm all of the representations, warranties and covenants contained therein. Further, the Obligors warrant and represent that no Event of Default exists, and nothing contained herein shall be deemed to constitute a waiver by the Lender of any Event of Default which may nonetheless exist as of the date hereof.

5. Ratification of Guaranty. Except as specifically amended by this Eleventh Amendment, all of the terms and conditions of the Guaranty shall remain in full force and effect. Although not necessary to effectuate this Amendment, the Guarantors hereby ratify, confirm and reaffirm, all and singular, each of the terms and conditions of the Guaranty, and each of the warranties and representations made by the Guarantors in the Guaranty. The Guarantors acknowledge, confirm and agree that the Guaranteed Obligations include, without limitation, those arising under the Loan Agreement, as amended by this Amendment, and any future modifications, amendments, substitutions or renewals thereof.

6. Breach. Without limiting the provisions of the Loan Documents, a breach of any agreement, covenant, warranty, representation or certification of the Obligors under this Eleventh Amendment and/or the failure of the Obligors to perform its obligations under this Eleventh Amendment shall constitute an Event of Default under the Loan Agreement.

7. Waiver. Each Obligor acknowledges, confirms and agrees that it has no claims, counterclaims, offsets, defenses or causes of action against the Lender with respect to amounts outstanding under the Loan Agreement or otherwise. To the extent such claims, counterclaims, offsets, defenses and/or causes of actions should exist, whether known or unknown, at law or in equity, each Obligor hereby WAIVES same and RELEASES the Lender from any and all liability in connection therewith.

8. Conditions Precedent to Effectiveness. This Eleventh Amendment shall not be effective until each of the following conditions precedent has been fulfilled to the sole satisfaction of the Lender:

- (a) This Eleventh Amendment shall have been duly executed and delivered by the respective parties hereto, and shall be in full force and effect and shall be in form and substance satisfactory to the Lender.

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- (b) All action on the part of the Obligors necessary for the valid execution, delivery and performance by the Obligors of this Eleventh Amendment and all other documentation, instruments, and agreements to be executed in connection herewith shall have been duly and effectively taken and evidence thereof satisfactory to the Lender shall have been provided to the Lender.
  - (c) The Lender shall have received from the Obligors an amendment fee in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the “Amendment Fee”). The Amendment Fee shall be fully and irrevocably earned by the Lender upon execution of this Amendment, and is non-refundable to the Obligors.
  - (d) After giving effect to the matters contemplated by this Eleventh Amendment, including, without limitation, the repayment in full of the Aston 2016 Debt and the Energy Source Debt, Availability shall not be less than \$8,500,000.00.
  - (e) The Lender shall have received from the Obligors written confirmation that the Aston 2016 Debt and the Energy Source Debt have been paid in full, in form and substance satisfactory to the Lender.
  - (f) The Lender shall have received an Omnibus Officer’s and Member’s Certificate of duly authorized officers and members, as applicable, of each of the Obligors certifying (i) that the attached copies of such Obligor’s Organic Documents are true and complete, and in full force and effect, without amendment except as shown; (ii) that an attached copy of resolutions authorizing execution and delivery of the Eleventh Amendment and all documents referenced therein and related thereto are true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with respect to this credit facility; and (iii) to the title, name and signature of each Person authorized to sign such documents.
  - (g) The Lender shall have received an executed written opinion of Lowenstein Sandler LLP with regard to the matters addressed in this Eleventh Amendment in form and substance satisfactory to the Lender.
  - (h) The Lender shall have received fully-executed (as applicable) copies of all items set forth on the Lender’s closing checklist which has been provided to the Obligors.
  - (i) The Obligors shall have executed and delivered to the Lender such additional documents, instruments, and agreements as the Lender may reasonably request.
  - (j) In accordance with the terms and conditions of Loan Agreement, the Obligors shall pay to Lender (i) all costs and expenses of the Lender, including, without limitation, reasonable attorneys’ fees, in connection with the preparation, negotiation, execution and delivery of this Eleventh Amendment and all documents related thereto and/or associated therewith through and including January 25, 2017 in the amount of \$37,270.40, and (ii) the outstanding attorneys’ fees due prior to the Eleventh Amendment Effective Date in the amount of \$8,643.02.

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9. Miscellaneous.

- (a) This Eleventh Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed signature page of this Eleventh Amendment (or any notice or agreement delivered pursuant to the terms hereof) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof; provided that the Obligors shall deliver originals of all applicable documents referenced in this Eleventh Amendment by no later than three (3) Business Days after the Eleventh Amendment Effective Date.
- (b) This Eleventh Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- (c) Any determination that any provision of this Eleventh Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Eleventh Amendment.
- (d) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS ELEVENTH AMENDMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW).

***[SIGNATURE PAGE FOLLOWS]***

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IN WITNESS WHEREOF, the parties have executed this Eleventh Amendment as a sealed instrument by their respective duly authorized officers.

**LENDER:**

**BANK OF AMERICA, N.A.**

By: /s/ Cynthia G. Stannard

Name: Cynthia G. Stannard

Title: Sr. Vice President

*[Signatures Continue on Next Page]*

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**BORROWERS:**

**REVOLUTION LIGHTING TECHNOLOGIES, INC.**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: Chief Financial Officer

**LUMIFICIENT CORPORATION**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President, Secretary and Treasurer

**LIGHTING INTEGRATION TECHNOLOGIES,  
LLC**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President

**SEESMART TECHNOLOGIES, LLC**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President

**RELUME TECHNOLOGIES, INC.**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President, Secretary and Treasurer

*[Signatures Continue on Next Page]*

---

**TRI-STATE LED DE, LLC**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President

**VALUE LIGHTING, LLC**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President

**ALL AROUND LIGHTING, L.L.C.**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President

**ENERGY SOURCE, LLC**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: Secretary and Treasurer

**REVOLUTION LIGHTING – E-LIGHTING, INC.**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President, Treasurer and Secretary

*[Signatures Continue on Next Page]*

---

**SEESMART, INC.**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President and Secretary

**TNT ENERGY, LLC**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: Manager

*[Signatures Continue on Next Page]*

---

**GUARANTORS:**

**SENTINEL SYSTEM, LLC**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President, Secretary and Treasurer

*[Signatures Continue on Next Page]*

---

**GUARANTORS:**

**VALUE LIGHTING OF HOUSTON, LLC**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President:

**BREAK ONE NINE, INC.**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President

**REVOLUTION LIGHTING TECHNOLOGIES –  
ENERGY SOURCE, INC.**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: Secretary and Treasurer

**REVOLUTION LIGHTING TECHNOLOGIES –  
TNT ENERGY, LLC**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: Manager

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**EXHIBIT A**

Schedule III to Pledge Agreement

(see attached)

**Schedule III**  
**Equity Interests**

None of the Issuers has any authorized, issued or outstanding shares of its Equity Interest or other Equity Interests of any class or any commitments to issue any shares of its capital stock or other Equity Interests of any class or any securities convertible into or exchangeable for any shares of its Equity Interests of any class except as otherwise stated in this Schedule III.

<b>Name of Loan Party</b>	<b>Jurisdiction of Loan Party</b>	<b>Number and Class of Authorized Shares/Units of Loan Party</b>	<b>Number and Class of Issued Shares/Units of Loan Party (as of the Closing Date)</b>	<b>Holder of Shares/Units of Loan Party</b>
Lumificient Corporation	Minnesota	1,248,440 shares of common stock	1,248,440 shares of common stock	Revolution Lighting Technologies, Inc.
Lighting Integration Technologies, LLC	Delaware	100% membership interests	100% membership interests	Revolution Lighting Technologies, Inc.
Seesmart Technologies, LLC	Delaware	100% membership interests	100% membership interests	Revolution Lighting Technologies, Inc.
Seesmart, Inc.	Delaware	1,000 shares of common stock	870 shares of common stock	Seesmart Technologies, LLC
Relume Technologies, Inc.	Delaware	1,000 shares of common stock	895 shares of common stock	Revolution Lighting Technologies, Inc.
Sentinel System, LLC	Michigan	100 units	100 units	Relume Technologies, Inc.
Tri-State LED DE, LLC	Delaware	1,000 units	1,000 units	Revolution Lighting Technologies, Inc.
Value Lighting, LLC	Delaware	100% membership interests	100% membership interests	Revolution Lighting Technologies, Inc.
Value Lighting of Houston, LLC	Texas	100% membership interests	100% membership interests	Value Lighting, LLC
Break One Nine, Inc.	Texas	1,000,000 shares	556 shares	Revolution Lighting Technologies, Inc.
All Around Lighting, L.L.C.	Texas	1 unit	1 unit	Break One Nine, Inc.
Revolution Lighting Technologies – Energy Source, Inc.	Delaware	1,000 shares of common stock	1,000 shares of common stock	Revolution Lighting Technologies, Inc.

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<b>Name of Loan Party</b>	<b>Jurisdiction of Loan Party</b>	<b>Number and Class of Authorized Shares/Units of Loan Party</b>	<b>Number and Class of Issued Shares/Units of Loan Party (as of the Closing Date)</b>	<b>Holder of Shares/Units of Loan Party</b>
Energy Source, LLC	Rhode Island	100 units	100 units	Revolution Lighting Technologies – Energy Source, Inc.
Revolution Lighting – E- Lighting, Inc.	Delaware	1,000 shares of common stock	1,000 shares of common stock	Revolution Lighting Technologies, Inc.
Revolution Lighting Technologies – TNT Energy, LLC	Delaware	100% membership interests	100% membership interests	Revolution Lighting Technologies, Inc.
TNT Energy, LLC	Massachusetts	100% membership interests	100% membership interests	Revolution Lighting Technologies – TNT Energy, LLC

# REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “Agreement”) is made as of January 26, 2017, by and among **ROBERT V. LAPENTA** (the “Limited Recourse Guarantor”), **SEESMART, INC.**, a Delaware corporation (“Seesmart Inc.”), **RELUME TECHNOLOGIES, INC.**, a Delaware corporation (“Relume”), **TRI-STATE LED DE, LLC**, a Delaware limited liability company (“Tri-State”), **VALUE LIGHTING, LLC**, a Delaware limited liability company (“Value DE”), **ALL AROUND LIGHTING, L.L.C.**, a Texas limited liability company (“All Around”), **REVOLUTION LIGHTING – E-LIGHTING, INC.**, a Delaware corporation (“RVL-E”), **ENERGY SOURCE, LLC**, a Rhode Island limited liability company (“Energy Source”), **TNT ENERGY LLC**, a Massachusetts corporation (“TNT Energy”), **REVOLUTION LIGHTING TECHNOLOGIES, INC.**, a Delaware corporation (“Parent”), **LUMIFICIENT CORPORATION**, a Minnesota corporation (“Lumificent”), **SEESMART TECHNOLOGIES, LLC**, a Delaware limited liability company (“Seesmart LLC”), and **LIGHTING INTEGRATION TECHNOLOGIES, LLC**, a Delaware limited liability company (“LIT”), and together with Seesmart Inc., Relume, Tri-State, Value DE, All Around, RVL-E, Energy Source, TNT Energy, Parent, Lumificent, Seesmart LLC and any additional Person that at any time after the date hereof becomes an additional borrower to this Agreement, jointly, severally and collectively, “Borrowers” and each a “Borrower”), **SENTINEL SYSTEM, LLC**, a Michigan corporation (“Sentinel”), **BREAK ONE NINE, INC.**, a Texas corporation (“Break One”), **REVOLUTION LIGHTING TECHNOLOGIES – ENERGY SOURCE, INC.**, a Delaware corporation (“RVLT-E”), **VALUE LIGHTING OF HOUSTON, LLC**, a Texas corporation (“Value TX”) and **REVOLUTION LIGHTING TECHNOLOGIES – TNT ENERGY, LLC**, a Delaware limited liability company (“RVLT-TNT”), and together with Sentinel, Break One, RVLT-E, and Value TX, jointly, severally and collectively, “Guarantors” and each a “Guarantor”). The Borrowers and the Guarantors are collectively referred herein as the “Loan Parties”. Capitalized terms used but not defined herein have the meaning ascribed to them in the Credit Agreement (as defined below).

WHEREAS, the Loan Parties have entered into that certain Loan and Security Agreement, dated as of August 20, 2014 with BANK OF AMERICA, N.A. (the “Lender”) (as amended, modified, supplemented or restated and in effect from time to time, collectively, the “Credit Agreement”);

WHEREAS, the Limited Guarantor is the owner beneficial owner of approximately forty-four (44%) of the outstanding common stock of the Parent;

WHEREAS, in order to induce the Lender to continue to make Loans to the Borrowers and issue Letters of Credit for the account of the Borrowers, the Limited Recourse Guarantor has issued that certain Limited Recourse Guaranty, dated as of April 17, 2015 in favor of the Lender (as amended, modified, supplemented or restated and in effect from time to time, collectively, the “Guaranty”) and entered into that certain Pledge and Security Agreement with the Lender, dated as of April 17, 2015 (as amended, modified, supplemented or restated and in effect from time to time, collectively, the “Pledge Agreement”);

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WHEREAS, the Lender shall make Loans to the Borrowers and issue Letters of Credit for the account of the Borrowers in accordance with the provisions of the Credit Agreement, and subject to the terms and conditions of the Credit Agreement and the Guaranty, shall be entitled to make demand upon the Limited Recourse Guarantor, in the case of a Guaranty Event (as defined in the Guaranty); and

WHEREAS, the Limited Recourse Guarantor has agreed to issue the Guaranty, subject to the Loan Parties execution and delivery of this Agreement.

NOW THEREFORE, in order to induce the Limited Recourse Guarantor to issue the Guaranty, the Loan Parties hereby agree as follows:

1. Reimbursement Payments. Subject to the provisions of Section 4 hereof:

a. The Loan Parties shall, jointly and severally, reimburse the Limited Recourse Guarantor for any and all amounts paid by the Limited Recourse Guarantor to the Lender under the Guaranty or offset against the Pledged Collateral (as defined in the Pledge Agreement), including any taxes, fees, penalties, costs and expenses incurred by the Limited Recourse Guarantor in connection with such payment or offset (the "Reimbursement Obligation"). Each such Reimbursement Obligation shall be due and payable within ten (10) Business Days upon receipt of a written demand from the Limited Recourse Guarantor ("Demand").

b. All payments required to be made by the Loan Parties hereunder shall be made to the Limited Recourse Guarantor free and clear of, and without any deduction for, any and all present and future taxes and other amounts. If any Loan Party making payment hereunder is required by any applicable Laws or Governmental Authority to deduct any taxes or other amounts from or in respect of any sum payable hereunder, (i) the sum payable hereunder shall be increased as much as shall be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 1(b)) the Limited Recourse Guarantor receives an amount equal to the sum he would have received had no such deduction(s) been made, (ii) such Loan Party shall make such deduction(s) and (iii) such Loan Party shall pay the full amount deducted to the relevant taxing authority or other Governmental Authority in accordance with applicable Laws.

c. The obligations of the Loan Parties to make payments hereunder shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any of the Loan Parties hereunder is rescinded or must otherwise be restored by the Limited Recourse Guarantor, whether as a result of any proceedings in bankruptcy, reorganization or otherwise.

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2. Interest. Subject to the provisions of Section 4 hereof, the Loan Parties shall pay interest on any and all amounts remaining unpaid under Section 1 at any time from the date such amounts become payable until paid in full, at a market rate to be agreed upon by the Limited Recourse Guarantor and the Audit Committee of the Parent at the time of repayment. All interest hereunder shall (i) be computed on the basis of a year of three hundred sixty five (365) days, (ii) be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any bankruptcy, insolvency, reorganization or other proceeding and (iii) not exceed the highest rate permissible under applicable laws.

3. Obligations Absolute.

a. Each Loan Party's obligation to make payments hereunder shall be absolute, unconditional and irrevocable, irrespective of any circumstances whatsoever that might otherwise constitute a legal or equitable discharge or defense to payment and shall not be subject to reduction by way of setoff, counterclaim or otherwise. Each Loan Party agrees that any action taken or omitted by the Limited Recourse Guarantor in connection with the Guaranty, provided such actions or omissions are not the result of the Limited Recourse Guarantor's gross negligence or willful misconduct, shall be binding on the Loan Parties, jointly and severally, and shall not result in any liability to the Limited Recourse Guarantor.

b. Each Loan Party hereby agrees that the Limited Recourse Guarantor shall not be responsible for, and the Reimbursement Obligations shall not be affected by, among other things:

- i. the validity or genuineness of documents or of any endorsements thereon; or
- ii. any disputes or claims whatsoever between any Loan Party and the Lender.

4. Subordination. This Agreement and the rights granted to the Limited Recourse Guarantor hereunder are in all respects subordinate and junior in right of payment to the prior indefeasible payment in full in cash of all the Guaranteed Obligations (as defined in the Guaranty). The Limited Recourse Guarantor will not demand, sue for, or otherwise attempt to collect any payment owed by the Loan Parties hereunder until the indefeasible payment in full in cash of the Guaranteed Obligations, termination or expiration of the Commitments, and termination of the Lender's obligation to issue Letters of Credit under the Credit Agreement. The Lender (and its successors and assigns) may rely on the provisions of this Section 4 and may enforce its terms as a third party beneficiary.

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5. Notices. All notices or demands relating to this Agreement shall be in writing and shall be personally delivered or sent by certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as a party may designate in accordance herewith) to the respective address set forth below:

If to any Loan Party:

c/o Revolution Lighting Technologies, Inc.  
177 Broad Street  
Stamford, Connecticut 06901  
Attn: James DePalma, Chief Financial Officer  
Email: [jdepalma@astoncap.com](mailto:jdepalma@astoncap.com)

with courtesy copies to  
(which shall not constitute  
Notice for purposes of this  
Section 5):

Lowenstein Sandler, LLP  
1251 Avenue of the Americas  
New York, New York 10020  
Attn: Marita A. Makinen, Esq.  
Fax No.: (973) 535-3357  
Email: [Mmakinen@lowenstein.com](mailto:Mmakinen@lowenstein.com)

If to the Limited Recourse Guarantor:

Robert V. LaPenta  
c/o Aston Capital LLC  
177 Broad Street  
Stamford, Connecticut 06901  
Email: [rlapenta@astoncap.com](mailto:rlapenta@astoncap.com)

with courtesy copies to  
(which shall not constitute  
Notice for purposes of this  
Section 5):

Lowenstein Sandler, LLP  
1251 Avenue of the Americas  
New York, New York 10020  
Attn: Marita A. Makinen, Esq.  
Fax No.: (973) 535-3357  
Email: [Mmakinen@lowenstein.com](mailto:Mmakinen@lowenstein.com)

6. Termination. This Agreement shall automatically terminate upon termination of the Guaranty, the Pledge Agreement and payment of any and all Reimbursement Obligations owed hereunder.

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7. Indemnification.

a. Indemnification of the Limited Recourse Guarantor. Subject to Section 4, each Loan Party hereby agrees to indemnify and hold harmless the Limited Recourse Guarantor, and each of his respective successors, heirs and assigns, from and against any and all claims and damages, losses, liabilities, costs or expenses (including reasonable attorney's fees) which the Limited Recourse Guarantor may incur by reason of or in connection with the issuance, execution and delivery or transfer or payment or failure to pay the Guaranty except to the extent of the gross negligence or willful misconduct of the Limited Recourse Guarantor, or as may be attributable to the Limited Recourse Guarantor's breach of his obligations under this Agreement.

b. Exculpation of the Limited Recourse Guarantor. Each Loan Party agrees that the Limited Recourse Guarantor shall not have any liability to any of the Loan Parties or any Person asserting claims on behalf of or in right of any of the Loan Parties in connection with this Agreement or the transactions contemplated hereby, except for liabilities determined in a final judgment by a court of competent jurisdiction to have resulted (x) from a breach of the Limited Recourse Guarantor's obligations under this Agreement or (y) directly from any acts or omissions undertaken or omitted to be taken by the Limited Recourse Guarantor through his gross negligence or willful misconduct.

8. Governing Law; Consent to Jurisdiction. This Agreement and all claims hereunder shall be governed by the laws of the state of New York, without giving effect to any conflict of law principles. The Loan Parties and the Limited Recourse Guarantor each hereby consent to the nonexclusive jurisdiction of any federal or state court sitting in or with jurisdiction over New York County, New York and the Southern District Of New York, in any dispute, action, litigation or other proceeding relating in any way to this Agreement, and agrees that any dispute, action, litigation or other proceeding shall be brought by it solely in any such court. The Loan Parties and the Limited Recourse Guarantor each irrevocably and unconditionally waive all claims, objections and defenses that it may have regarding any of the foregoing court's personal or subject matter jurisdiction, venue or inconvenient forum. The Loan Parties and the Limited Recourse Guarantor each irrevocably and unconditionally submits to the jurisdiction of such courts and consents to service of process in the manner provided for notices in Section 4. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by applicable law.

9. Expenses. All reasonable costs and expenses, including reasonable attorneys' fees and disbursements, incurred by the Limited Recourse Guarantor (i) in connection with the entering into, modification, amendment, administration and enforcement of this Agreement or any consents or waivers hereunder or (ii) in instituting, maintaining, preserving or enforcing his rights or remedies under this Agreement shall be promptly paid by the Loan Parties (and, in any event, no later than ten (10) Business Days) after the written request therefor by the Limited Recourse Guarantor.

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10. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into this Agreement. Each of the Loan Parties acknowledges that the Limited Recourse Guarantor has not made any representations, warranties, promises or commitments other than as set forth in this Agreement, including any promises or commitments for any additional investment by any of them in any of the Loan Parties or any of their respective Subsidiaries or any other form of credit support.

11. No Waiver; Cumulative Remedies; Amendments. No party shall be deemed by any act, delay, omission or otherwise to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the party to be charged therewith and then only to the extent therein set forth. A waiver by any party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law or at equity or otherwise (including subrogation or reimbursement rights). None of the terms or provisions of this Agreement may be waived, altered, modified, supplemented or amended except by an instrument in writing, duly executed by each of the parties hereto.

12. Severability of Provisions. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

---

14. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon each Loan Party and each Loan Party's respective successors and assigns, and shall inure to the benefit of the Limited Recourse Guarantor and his heirs, successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

---

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered under seal as of the date first above written.

**GUARANTOR:**

/s/ Robert V. LaPenta

---

**ROBERT V. LAPENTA**

---

**LOAN PARTIES:**

**BORROWERS:**

**SEESMART, INC.**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President and Secretary

**RELUME TECHNOLOGIES, INC.**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President, Secretary and Treasurer

**TRI-STATE LED DE, LLC**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President

**VALUE LIGHTING, LLC**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President

*[Signature Page to Reimbursement Agreement]*

---

**VALUE LIGHTING OF HOUSTON, LLC**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President

**ALL AROUND LIGHTING, L.L.C.**

By: /s/ James A. DePalma

Name: James A. DePalma

Title: President

*[Signature Page to Reimbursement Agreement]*

---

**BORROWERS:**

**REVOLUTION LIGHTING - E-LIGHTING, INC.**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President, Treasurer and Secretary

**ENERGY SOURCE, LLC**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: Secretary and Treasurer

**TNT ENERGY LLC**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: Manager

*[Signature Page to Reimbursement Agreement]*

---

**REVOLUTION LIGHTING TECHNOLOGIES,  
INC.**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: Chief Financial Officer

**LUMIFICIENT CORPORATION**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President, Secretary and Treasurer

**SEESMART TECHNOLOGIES, LLC**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President

**LIGHTING INTEGRATION TECHNOLOGIES,  
LLC**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President

**SENTINEL SYSTEM, LLC**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President, Secretary and Treasurer

**BREAK ONE NINE, INC.**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: President

*[Signature Page to Reimbursement Agreement]*

---

**REVOLUTION LIGHTING TECHNOLOGIES –  
ENERGY SOURCE, INC.**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: Secretary and Treasurer

**REVOLUTION LIGHTING TECHNOLOGIES –  
TNT ENERGY, LLC**

By: /s/ James A. DePalma  
Name: James A. DePalma  
Title: Manager

*[Signature Page to Reimbursement Agreement]*