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): November 21, 2018

REVOLUTION LIGHTING TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**000-23590**	**59-3046866**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(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

(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 (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement

As previously disclosed in Revolution Lighting Technologies, Inc.'s ("Revolution's" or the "Company's") Current Report on Form 8-K, filed with the Securities and Exchange Commission ("SEC") on November 13, 2018, the Company has been working to restructure its debt, which consists of a revolving line of credit under its loan and security agreement (as amended, modified, supplemented or restated from time to time, the "Loan Agreement") with Bank of America N.A. ("Bank of America") and loans from Robert V. LaPenta, Sr., Revolution's Chairman and CEO, and Mr. LaPenta's affiliate, Aston Capital, LLC ("Aston"). On November 21, 2018, the Company completed a series of transactions with Bank of America, Aston and Mr. LaPenta, which are described below, to restructure its outstanding debt obligations. These transactions are intended to allow the Company to continue operations through January 31, 2019 while the Company develops and seeks to implement its 2019 business plan, including ongoing cost reduction efforts and additional debt restructuring. The Company also plans to work with Bank of America to further amend the Loan Agreement to provide for the ongoing availability of the borrowing facility following January 31, 2019. There can be no assurance that the Company will obtain such an amendment. Any failure to obtain such an amendment or further forbearance under the Loan Agreement could result in the exercise of remedies by Bank of America, including the acceleration of amounts due under the Loan Agreement, and the acceleration of amounts due under the Consolidated Note (described below), and cause the Company to become unable to operate as a going concern.

As of November 21, 2018, the Company had total debt of approximately $64.7 million including aggregate principal and interest outstanding under the Company's line of credit with Bank of America of approximately $24.7 million, aggregate principal and interest outstanding under loans from Mr. LaPenta and Aston of approximately $38.5 million and approximately $1.5 million from other sources, after giving effect to the transactions described below. As of November 21, 2018, the Company estimates that it had $1.0 million of available liquidity, reflecting its net cash position plus the remaining borrowing availability under the Loan Agreement. To the extent that the Company obtains access to higher levels of collateral, it may also borrow additional funds under Loan Agreement up to a maximum amount of $38.0 million. As provided in the Fourteenth Amendment (described below), in the future Mr. LaPenta may elect to provide up to $5.0 million in loans to the Company, on the same terms as the Consolidated Note, subject to approval by the Audit Committee of the Company's Board of Directors (the "Board of Directors"). Any additional loans to the Company in excess of $5.0 million from Mr. LaPenta or Aston would require the approval of both the Audit Committee of the Board of Directors and Bank of America.

As previously disclosed, the Company expects that total indebtedness from all sources as of December 31, 2018 will be approximately $72 million. Additional funding may be necessary before the end of 2018 based on unforeseen circumstances, and the Company expects that it will need additional funding to continue its operations beyond the end of 2018. The extent of additional funds required will depend on the Company's results of operations in the fourth quarter of 2018 and future periods, the amount of time and expense necessary to complete the previously announced SEC investigation of the Company and the review being conducted by the Audit Committee of the Board of Directors, and any other related costs.

Forbearance and Fourteenth Amendment to Credit Facility

On November 21, 2018, the Company and its direct and indirect subsidiaries entered into a Forbearance Agreement and Fourteenth Amendment (the "Fourteenth Amendment") to the Loan Agreement. Under the terms of the Fourteenth Amendment, Bank of America agreed to forebear, until January 31, 2019, from exercising its rights and remedies as a result of breaches of certain covenants under the Loan Agreement, including the Company's failure to maintain a minimum fixed charge coverage ratio of 1.1 to 1.0 for the fiscal quarter ended September 30, 2018 and its expected inability to maintain such minimum fixed charge coverage ratio for the fiscal quarter ending December 31, 2018. In addition, Bank of America agreed to a one-time waiver of breaches of certain covenants due to the incurrence of additional debt by the Company in favor of Mr. LaPenta (as previously disclosed in the Company's Current Reports on Form 8-K filed on November 13, 2018 and November 20, 2018). If the Company is not able to obtain a further amendment of the Loan Agreement or extend the forbearance, all principal, interest and other amounts outstanding under the Loan Agreement will become due and payable upon the earlier of 5 p.m. on January 31, 2019 or any Termination Event (as defined under the Loan Agreement).

In the Fourteenth Amendment, Bank of America agreed to continue lending to the Company under the revolving credit facility provided by the Loan Agreement through January 31, 2019, subject to the Company continuing to comply with its obligations under the Fourteenth Amendment including (i) not allowing any additional Defaults or Events of Default (as defined in the Loan Agreement) to occur and (ii) repaying $5.0 million of loan advances in excess of the Company's calculated borrowing base amount that were outstanding under the Loan Agreement on November 21, 2018 by January 2, 2019, in accordance with the payment schedule set forth in the Fourteenth Amendment.

In exchange for the forbearance granted under the Fourteenth Amendment, the Company agreed to (i) pay an interest rate on the outstanding balance under the Loan Agreement equal to LIBOR plus 4.75% through January 31, 2019, as opposed to the previous non-default rate of interest of LIBOR plus 2.75%, (ii) pay a $50,000 fee, (iii) a new covenant limiting the cumulative use of cash by the Company for November and December 2018, (iv) modify the definition of borrowing base under the Loan Agreement and (v) apply the $12.0 million that Mr. LaPenta had previously deposited as collateral for a limited recourse guaranty for the benefit of Bank of America under the Loan Agreement to repay a portion of the Company's indebtedness under the Loan Agreement. In exchange for the $12.0 million, the Company issued a secured promissory note to Mr. LaPenta and Aston (as described below).

As a result of the $12.0 million payment to Bank of America from the Collateral Account and net borrowings from cash activity, the Company's outstanding indebtedness under the Loan Agreement decreased from $36.7 million to $24.7 million as of November 21, 2018 and the maximum amount of revolving loans available under the Loan Agreement (including up to $5.0 million of advances in excess of the calculated borrowing base amount) dependent upon available collateral, was reduced from $50.0 million to $38.0 million.

The foregoing description of the Fourteenth Amendment is not complete and is qualified in its entirety by reference to the full text of the Fourteenth Amendment, which is attached to this Form 8-K as Exhibit 99.1.

Guaranty Exchange

Under the terms of the Loan Agreement, Mr. LaPenta had guaranteed $12.0 million of the Company's borrowings and had deposited $12.0 million in cash in a collateral account with Bank of America to secure his guarantee (the "Collateral Account"). The guarantee and Collateral Account were established to enable the Company to borrow up to $12.0 million in addition to the borrowing base amount based upon receivables and inventory. Mr. LaPenta and the Company are party to a Reimbursement Agreement, dated as of January 26, 2017, as disclosed in the Company's Current Report on Form 8-K filed with the SEC on February 1, 2017, under which the Company and its subsidiaries agreed to reimburse Mr. LaPenta for amounts paid by Mr. LaPenta under such guaranty, plus interest at a market rate determined at the time of such payment. In connection with the Fourteenth Amendment, Mr. LaPenta authorized Bank of America to apply the $12.0 million of cash in the Collateral Account to reduce the outstanding principal balance of the revolving loans under the Loan Agreement. In consideration for Mr. LaPenta's payment, the Company added $12.0 million of principal to the Consolidated Note (described below).

Consolidated Note

Simultaneously with its entry into the Fourteenth Amendment, the Company consolidated all of its outstanding promissory notes and advances due to Mr. LaPenta and Aston and issued a new promissory note, dated as of November 21, 2018, to Mr. LaPenta and Aston (the "Consolidated Note"). The Consolidated Note has an aggregate principal amount of $38.4 million, which reflects (i) an advance of $1.0 million from Aston in March 2017 (the "March Advance"), (ii) $14.5 million in principal owed to Aston under a promissory note issued to Aston in August 2018 (the "August Note"), (iii) an advance of $0.4 million from Aston in September 2018 (the "September Advance"), (iv) $10.5 million in principal owed to Mr. LaPenta under two promissory notes issued to Mr. LaPenta in November 2018 (the "November Notes"), and (v) $12.0 million owed by the Company to Mr. LaPenta in respect of the guaranty exchange on November 21, 2018, as described above. In addition, approximately $0.1 million of accrued and unpaid interest on the March Advance, the August Note, the September Advance, and the November Notes was included in the Consolidated Note and will be paid in cash to Mr. LaPenta and Aston on December 1, 2018. The Consolidated Note is secured by a lien on the Company's and its subsidiaries' assets in favor of Aston, as agent for Aston and Mr. LaPenta, pursuant to a Security Agreement entered into by the Company and its subsidiaries on November 21, 2018 (the "Security Agreement"). A copy of the Security Agreement is attached to this Form 8-K as Exhibit 99.2 and is incorporated herein by reference.

The March Advance, the August Note and the September Advance incurred interest at a rate of 9%, and the November Notes incurred interest at a rate of LIBOR plus 3.75%. The Consolidated Note incurs interest at the greater of (i) LIBOR plus 3.75% and (ii) 1% above the rate in effect at any time under the Loan Agreement. As a result, the Consolidated Note will incur interest at LIBOR plus 5.75% through January 31, 2019. The Consolidated Note is scheduled to mature on July 20, 2020.

The Consolidated Note contains customary events of default, including an event of default under the Loan Agreement as a result of which all amounts thereunder have been declared immediately due and payable; nonpayment of principal or interest when due; assignment without consent of Mr. LaPenta and Aston; or the occurrence of certain bankruptcy, insolvency or liquidation-related events. Upon the occurrence of an event of default, any outstanding amounts under the Consolidated Note may be accelerated; provided, however, that upon the occurrence of certain bankruptcy, insolvency or liquidation-related events of default, all amounts payable under the Consolidated Note will automatically become immediately due and payable. The Consolidated Note does not contain financial or restrictive covenants.

The foregoing description of the Consolidated Note is not complete and is qualified in its entirety by reference to the full text of the Consolidated Note, which is attached to this Form 8-K as Exhibit 99.3.

In connection with the issuance of the Consolidated Note, the Company's guarantor subsidiaries under the Loan Agreement guaranteed the Company's obligations under the Consolidated Note by issuing a Guaranty in favor of Mr. LaPenta and Aston. A copy of the Guaranty is attached to this Form 8-K as Exhibit 99.4 and is incorporated herein by reference.

Also, in connection with the issuance of the Consolidated Note, Mr. LaPenta and Aston entered into a Subordination and Intercreditor Agreement with Bank of America, the Company and its direct and indirect subsidiaries, on customary terms and conditions. Pursuant to the Subordination and Intercreditor Agreement, Aston's liens securing the Company's indebtedness under the Consolidated Note are subordinated in all material respects to the liens securing the Company's indebtedness to Bank of America under the Loan Agreement. A copy of the Subordination and Intercreditor Agreement is attached to this Form 8-K as Exhibit 99.5 and is incorporated herein by reference.

On November 21, 2018, the Board of Directors approved the Fourteenth Amendment, and the Audit Committee of the Board of Directors approved the Consolidated Note, the Subordination and Intercreditor Agreement, the Security Agreement and the Guaranty.

Thirteenth Amendment to Credit Facility

On July 31, 2018, the Company entered into the Thirteenth Amendment to the Loan Agreement (the "Thirteenth Amendment"). The Thirteenth Amendment provided for, inter alia, the following: (i) repayment of a $2.1 million additional advance by Bank of America in scheduled amounts on or before September 28, 2018; (ii) a 1% increase in the interest rate on outstanding balances under the Loan Agreement until the additional advance was repaid; (iii) adjustments to the definition of borrowing base under the Loan Agreement; (iv) the appointment of a financial consultant by the Company; (v) certain amendments to the covenant restricting payments of the Company's outstanding indebtedness owed to Aston and Mr. LaPenta and (v) more frequent financial reporting by the Company to Bank of America. A copy of the Thirteenth Amendment is attached to this Form 8-K as Exhibit 99.6 and is 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 relating to the Fourteenth Amendment, the Consolidated Note, the Subordination and Intercreditor Agreement, the Security Agreement and the Guaranty is incorporated by reference in its entirety in this Item 2.03.

Forward-looking statements

Except for statements of historical fact, the matters discussed herein are "forward-looking statements" within the meaning of the applicable securities laws and regulations. The words "expects," "believes," "are intended," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Forward-looking statements, including statements regarding further amendments to the Loan Agreement, the Company's future levels of indebtedness, the Company's future funding needs or the availability of funding from Mr. LaPenta, involve risks and uncertainties that may cause actual results to differ materially from those stated here as a result of various factors. Forward-looking statements reflect the views of the Company's management as of the date hereof. Readers are cautioned not to place undue reliance on these forward-looking statements. The Company does not undertake to revise these statements to reflect subsequent developments.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
99.1	Forbearance Agreement and Fourteenth Amendment to Loan and Security Agreement, dated November 21, 2018, among Revolution Lighting Technologies, Inc., Lighting Integration Technologies, LLC, Tri-State LED DE, LLC, Value Lighting, LLC, All Around Lighting, L.L.C., Energy Source, LLC, Revolution Lighting – E-Lighting, Inc., Seesmart, LLC, TNT Energy, LLC, the Guarantors party thereto and Bank of America, N.A.
99.2	Security Agreement, dated November 21, 2018, among Revolution Lighting Technologies, Inc., Lighting Integration Technologies, LLC, Tri-State LED DE, LLC, Value Lighting, LLC, All Around Lighting, L.L.C., Energy Source, LLC, Revolution Lighting – E-Lighting, Inc., Seesmart, LLC, TNT Energy, LLC, Value Lighting of Houston, LLC, Break One Nine, Inc., Revolution Lighting Technologies – Energy Source, Inc., Revolution Lighting Technologies – TNT Energy, LLC and Aston Capital, LLC, as Agent and Lender.
99.3	Consolidated Promissory Note, dated November 21, 2018, among Revolution Lighting Technologies, Inc., Aston Capital, LLC and Robert V. LaPenta.
99.4	Guaranty, dated November 21, 2018, among Lighting Integration Technologies, LLC, Tri-State LED DE, LLC, Value Lighting, LLC, All Around Lighting, L.L.C., Energy Source, LLC, Revolution Lighting – E-Lighting, Inc., Seesmart, LLC, TNT Energy, LLC, Value Lighting of Houston, LLC, Break One Nine, Inc., Revolution Lighting Technologies – Energy Source, Inc. and Revolution Lighting Technologies – TNT Energy, LLC.
99.5	Subordination and Intercreditor Agreement, dated November 21, 2018, among Robert V. LaPlenta, Aston Capital, LLC and Bank of America N.A.
99.6	Thirteenth Amendment to Loan and Security Agreement, dated July 31, 2018, among Revolution Lighting Technologies, Inc., Lighting Integration Technologies, LLC, Relume Technologies, LLC, Tri-State LED DE, LLC, Value Lighting, LLC, All Around Lighting, L.L.C., Energy Source, LLC, Revolution Lighting – E-Lighting, Inc., Seesmart, LLC, TNT Energy, LLC, the Guarantors party thereto and Bank of America, N.A.

SIGNATURE

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

Date: November 26, 2018

REVOLUTION LIGHTING TECHNOLOGIES, INC.

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

EXHIBIT 99.1
EXECUTION VERSION

FORBEARANCE AGREEMENT AND FOURTEENTH AMENDMENT TO
LOAN AND SECURITY AGREEMENT

THIS FORBEARANCE AGREEMENT AND FOURTEENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this "Agreement") is made as of this 21st day of November, 2018 by and among REVOLUTION LIGHTING TECHNOLOGIES, INC., a Delaware corporation ("RLT"), LIGHTING INTEGRATION TECHNOLOGIES, LLC, a Delaware limited liability company ("LIT"), 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, LLC, a Delaware limited liability company ("Seesmart"), and TNT ENERGY, LLC, a Massachusetts limited liability company ("TNT Energy", and together with RLT, LIT, 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").

W I T N E S S E T H:

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, an Event of Default has occurred under the Loan Agreement as a result of the Obligors' breach of Sections 9.3.1 and 10.1(c) of the Loan Agreement as a result of the failure of the Borrowers to maintain a minimum Fixed Charge Coverage Ratio for the Fiscal Quarter ending on September 30, 2018, such failure being verbally represented by the Obligors to the Lender (collectively, the "Stated Event of Default");

WHEREAS, in addition to the Stated Event of Default, certain additional Events of Default have occurred under the Loan Agreement as a result of the Obligors' breach of (i) Sections 9.2.1 and 10.1(c) of the Loan Agreement as a result of the incurrence of additional Debt of RLT in favor of Aston and Robert V. LaPenta, respectively, subsequent to the Thirteenth Amendment Effective Date, which additional Debt does not constitute Permitted Debt; (ii) Exhibit F to and Section 10.1(d) of the Loan Agreement as a result of the failure by the Borrowers to timely deliver to the Lender a Borrowing Base Certificate for the month ending September 30, 2018; and (iii) Sections 2.1.4 and 10.1(a) of the Loan Agreement as a result of the Overadvance that exists as of the date hereof but which has not been repaid in accordance with the provisions of the Loan Agreement (collectively, the "Specified Stated Events of Default");

WHEREAS, the Obligors have represented to the Lender that the Obligors will not be in compliance with the minimum Fixed Charge Coverage Ratio requirements under Section 9.3.1 of the Loan Agreement for the Fiscal Quarter ending on December 31, 2018, thus constituting a Default under the Loan Agreement as of the date hereof, and as of December 31, 2018, thus constituting an Event of Default under the Loan Agreement (collectively, the "Q4 2018 FCCR Default", and together with the Stated Event of Default, collectively, the "Subject Defaults");

WHEREAS, the Obligors have requested that the Lender (i) waive the Specified Stated Events of Default, (ii) forbear from (x) demanding the payment of the Obligations as a result of the Stated Event of Default, and (y) exercising certain of its rights and remedies against the Obligors and the Collateral on account of the Subject Defaults, so as allow the Obligors additional time to complete the Obligors' Fiscal Year 2019 business plan and provide the Lender with a restructuring plan of its Debt, and (iii) modify and amend certain terms and conditions of the Loan Agreement; and

WHEREAS, the Lender is willing to so waive, forbear and amend certain terms and conditions of the Loan Agreement, but only upon and subject to the terms and conditions set forth in this Agreement.

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. In addition, the following terms used in this Agreement shall have the following meanings:

(a) Forbearance Fee: as defined in Section 6(c) of this Agreement.

(b) Forbearance Period: as defined in Section 5(a) of this Agreement.

(c) Forbearance Period Financial Accommodation: as defined in Section 6(a) of this Agreement.

(d) Forbearance Termination Date: shall mean 5:00 P.M. (EST) on January 31, 2019.

(e) Termination Event: as defined in Section 7 of this Agreement.

2. Waiver of Specified Stated Events of Default. The Lender hereby waives the Specified Stated Events of Default. The waiver of the Specified Stated Events of Default is a one-time waiver only, and relates solely to the Specified Stated Events of Default (and not, for avoidance of doubt, the Stated Event of Default which continues and has not been waived), and shall not be deemed to constitute an agreement by the Lender to waive any future breaches of said provisions of the Loan Agreement or any future breaches of any other provision of any other Loan Document.

3. Acknowledgement of Relume Merger; Certain Debt Repaid.

(a) The Obligors and the Lender hereby acknowledge and agree that, on July 27, 2018, Relume Technologies, LLC ("Relume"), a Borrower under the Loan Agreement, was merged with and into Seesmart, with Seesmart being the surviving entity. The Obligors represent and warrant that such merger was consummated in accordance with all applicable law. Hence, as of the Forbearance and Fourteenth Amendment Effective Date, Relume is no longer a Borrower under the Loan Agreement.

(b) The Obligors warrant and represent to the Lender that the Energy Source Debt and the TNT Debt have been repaid in full, and the Obligors have no further liability to any Person thereunder.

4. Acknowledgment of Obligations. Obligors hereby acknowledge and agree that, in accordance with the terms and conditions of the Loan Documents, the Obligors are unconditionally jointly and severally liable to the Lender for the Obligations, including, without limitation, the following amounts as of the dates indicated below:

(a) Revolver Loans as of November 14, 2018:

Principal: $38,025,415.89

(b) LC Obligations as of November 14, 2018:

Principal: $0.00

(c) Bank Product Debt as of November 14, 2018:

Principal: $0.00

(d) Unused Fee as of November 16, 2018:

Fee: $1,735.87

(e) Unpaid attorneys' fees and expenses as of November 19, 2018*

$106,583.40

* includes October 17, 2018 invoice of $8,832.30

(f) For all interest heretofore or hereafter accruing under the Loan Documents, for all fees heretofore or hereafter accruing under the Loan Documents, and for all Extraordinary Expenses heretofore or hereafter incurred by any Lender in connection with, and any other amounts due under, the Loan Documents, including, without limitation, all Extraordinary Expenses incurred in connection with the negotiation and preparation of this Agreement and all documents, instruments, and agreements incidental hereto.

5. Forbearance by Lender.

(a) Each Obligor acknowledges and agrees that the Stated Event of Default has occurred and is continuing as of the date hereof, and agrees that Lender has the right to immediately commence enforcement of Lender's rights and remedies under the Loan Documents and otherwise, including, without limitation, demanding the payment of the Obligations and exercising its rights and remedies against the Obligors and the Collateral. In consideration of the Obligors' performance in accordance with each and every term and condition of this Agreement, as and when due, the Lender agrees to forbear from accelerating the Obligations, demanding payment thereof, and exercising its rights and remedies against the Obligors and the Collateral otherwise available to Lender upon the occurrence of such Stated Event of Default, until the earlier of: (i) the Forbearance Termination Date, or (ii) the occurrence of a Termination Event. The period commencing as of the date of the effectiveness of this Agreement and ending on the earlier of (i) or (ii) above shall be referred to as the "Forbearance Period". Further, during the Forbearance Period, and in consideration of the Obligors' performance in accordance with each and every term and condition of this Agreement, as and when due, the Lender agrees to forbear from taking (or omitting to take) any action otherwise available to Lender solely as a result of the existence of the Q4 2018 FCCR Default.

(b) Each Obligor covenants and agrees that, except as provided for in Paragraph 2 hereof, which is a one-time waiver and relates solely to the Specified Stated Events of Default, nothing contained in this Agreement shall: (i) constitute (x) a waiver of the Subject Defaults (or of any other Default or Event of Default, whether now existing or hereafter arising under any of the Loan Documents), and/or (y) a waiver of any right or remedy which the Lender may have on account thereof, or (ii) without limiting the foregoing, preclude the exercise of rights and remedies (a) by the Lender with respect to (x) rights to charge Obligors' accounts, or otherwise demand payment, for amounts which may be due under the Loan Documents or other similar rights, or (y) rights under Cash Management Services or Bank Product Agreements with Obligors, including rights to demand usual and customary payments due in connection therewith; (b) which Lender may have against any parties other than Obligors who may be obligated on account of the Obligations, or (c) as a result of any Default or Event of Default (whether now existing or hereafter arising) other than the Subject Defaults.

6. Terms of Forbearance. The Lender's agreements set forth herein are subject to each of the following terms and conditions and, to the extent necessary, the Loan Documents are hereby amended to conform to the following terms and conditions:

(a) Revolver Loans During Forbearance Period. As a result of the Subject Defaults, the Lender has no further obligation to make any Revolver Loans and/or to issue Letters of Credit (hereinafter, each of such financial accommodation shall be referred to as a "Forbearance Period Financial Accommodation"). Notwithstanding the foregoing, the Lender agrees to make Forbearance Period Financial Accommodations subject to and in accordance with the terms and conditions of the Loan Agreement, this Agreement, and the other Loan Documents, until the earlier of (i) the Forbearance Termination Date, or (ii) occurrence of a Termination Event. Without limiting the generality of the foregoing, the Lender shall have no obligation to make any Forbearance Period Financial Accommodation, if, prior to the making of such Forbearance Period Financial Accommodation, an Overadvance then exists (above and beyond the Forbearance and Fourteenth Amendment Overadvance), or after giving effect to the making of such Forbearance Period Financial Accommodation, an Overadvance (above and beyond the Forbearance and Fourteenth Amendment Overadvance) would then exist (each instance, being an "Additional Forbearance Period Overadvance"), unless such Additional Forbearance Period Overadvance is repaid in accordance with the provisions of Section 11 of this Agreement prior to the making such Forbearance Period Financial Accommodation. The Lender shall promptly advise the Borrowers of the amount of any such Additional Forbearance Period Overadvance.

(b) Repayment of Obligations. Without in any way derogating from any of Obligors' obligations under the Loan Documents, Obligors shall continue to remit all regularly scheduled payments (whether due on account of any Revolver Loans, or otherwise, including all principal, interest, fees, costs and other amounts) which may become due under the Loan Documents, as and when such payments are due (other than, for the avoidance of doubt, payments becoming due solely as a result of one or more Subject Defaults). For avoidance of doubt, the Full Payment of the Obligations shall become due and payable without demand by Lender upon the earlier of (i) the Forbearance Termination Date, or (ii) occurrence of a Termination Event.

(c) Forbearance Fee. In consideration of the Lender's agreements set forth herein, Obligors agree to pay the Lender a non-refundable forbearance fee in the amount of $50,000.00 (the "Forbearance Fee"). The Forbearance Fee shall be: (i) fully earned by the Lender as of the Forbearance and Fourteenth Amendment Effective Date, (ii) retained by the Lender as a fee under all circumstances and shall not be applied in reduction of any other of the Obligations, and (iii) paid to the Lender in good and collected upon the execution of this Agreement.

7. Termination Events. The occurrence of any one or more of the following events shall constitute an immediate termination event (each a "Termination Event") under this Agreement:

(a) A material breach of any warranty or representation set forth herein by the Obligors; or

(b) The receipt, by the holders of the Consolidated Aston/LaPenta Note and/or any Additional LaPenta Note, of any amounts constituting Debt thereunder other than amounts permitted pursuant to the Aston/LaPenta Subordination Agreement; or any proceeding is instituted by the holder of any such Debt to attempt to collect such Debt; or

(c) The occurrence, after the date hereof, of any Event of Default (other than the Subject Defaults).

8. Effect of Termination. Upon the expiration of the Forbearance Period or the occurrence of a Termination Event: (a) the agreements of the Lender set forth herein shall automatically terminate; (b) at Lender's option, Lender may declare all Obligations to be immediately due and payable in full, provided, however, that if an Event of Default of the type described in Section 10.1(j) of the Loan Agreement shall have occurred, then all outstanding Obligations shall automatically become immediately due and payable in full without presentment, demand, or notice; and (c) Lender may immediately commence enforcing the Lender's rights and remedies pursuant to this Agreement, the Loan Documents, applicable law and otherwise, in such order and manner as Lender may determine appropriate in its sole and exclusive discretion.

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

(a) The definition of "Additional Debt Principal Payment Conditions" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety.

(b) The definition of "Adjustment Date" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety.

(c) 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: means as of November 21, 2018 through and including January 31, 2019, but subject to the terms and conditions of the Forbearance Agreement and Fourteenth Amendment (i) 3.75% with respect to Base Rate Revolver Loans and (ii) 4.75% with respect to LIBOR Revolver Loans."

The definitions of "Aston Note" and "Aston Debt" as contained in Section 1.1 of the Loan Agreement (**Definitions**) are each hereby deleted in their entirety.

(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) 75% of the Value of Eligible Energy Source – TNT Energy Unbilled Accounts, and (B) $6,000,000; *plus*

(iii) 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) $8,000,000; *plus*

(iv) 100% of the current balance of the Pledged Cash Collateral; *minus*

(v) the Availability Reserve."

(e) The definition of "Designated Accounts" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety.

(f) The definition of "LaPenta Reimbursement Agreement" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety.

(g) The definition of "LaPenta Reimbursement Debt" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety.

(h) The definition of "Permitted Liens" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby amended by adding the following new subsections (m) thereto:

"(m) Liens against the Obligors in favor of Aston and LaPenta to secure (i) the Consolidated Aston/LaPenta Note in an amount not to exceed the amount of the Consolidated Aston/LaPenta Note in existence as of the Forbearance and Fourteenth Amendment Effective Date, and (ii) any Additional LaPenta Note in an aggregate amount not to exceed $5,000,000, in all instances subject to the terms and conditions of the Aston/LaPenta Subordination Agreement."

(i) The definition of "Pledged Cash Collateral" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:

"Pledged Cash Collateral: means all of Pledgor's right, title and interest in and to the cash and other assets more particularly described in the Cash Collateral Pledge Agreement and which shall be under the sole dominion and control of the Lender. As of the Forbearance and Fourteenth Amendment Effective Date, the aggregate amount of Pledged Cash Collateral is $0.00."

(j) 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 $38,000,000 in the aggregate."

(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, Consolidated Aston/LaPenta Note and any Additional LaPenta Note constitute Subordinated Debt."

(l) The definition of "Total Leverage Ratio" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety.

(m) 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 0.50%."

(n) 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:

"Additional LaPenta Note: means one or more promissory notes in an aggregate principal amount not to exceed $5,000,000 executed and delivered by RLT in favor of LaPenta after the Forbearance and Fourteenth Amendment Effective Date, provided that, (i) such note(s) shall be in a form identical to the form of the Consolidated Aston/LaPenta Note (other than the amount), (ii) the proceeds of which shall be used for working capital obligations of the Obligors, including, without limitation to pay down the Forbearance and Fourteenth Amendment Overadvance, and any other Obligations, and (iii) RLT shall provide the Lender with a complete copy of such executed Additional LaPenta Note within one (1) Business Day of the execution thereof."

"Aston/LaPenta Subordination Agreement: means that certain Subordination and Intercreditor Agreement, dated as of the Forbearance and Fourteenth Amendment Effective Date, made jointly by Aston and LaPenta for the benefit of the Lender, which Aston/LaPenta Subordination Agreement shall constitute a Loan Document for all purposes."

"Cash Burn: means, for any period of calculation for the Obligors on a consolidated basis, all calculated in accordance with GAAP, total receipts plus the proceeds of any Additional LaPenta Note received by Obligors during such period minus the sum of (i) total disbursements during such period (except and excluding disbursements constituting Debt service paid during such period), plus (ii) the amount of outstanding checks that have not been presented for payment during such period."

"Consolidated Aston/LaPenta Note: means that certain Consolidated Promissory Note, dated as of November 21, 2018 (as amended, restated, modified or otherwise changed from time to time), in the original principal amount of $38,407,968.88, executed and delivered by RLT in favor of the Aston and LaPenta.

"Forbearance Agreement and Fourteenth Amendment: means that certain Forbearance Agreement and Fourteenth Amendment to Loan and Security Agreement, dated as of November 21, 2018, by and among the Obligors and the Lender."

"Forbearance and Fourteenth Amendment Effective Date: means the effective date of the Forbearance Agreement and Fourteenth Amendment, which is November 21, 2018."

"Forbearance and Fourteenth Amendment Overadvance: as defined in Section 2.1.4."

"LaPenta: means Robert V. LaPenta."

"LIBOR Screen Rate: means the LIBOR quote on the applicable screen page the Lender designates to determine LIBOR (or such other commercially available source providing such quotations as may be designated by the Lender from time to time)."

"LIBOR Successor Rate: as defined in Section 3.6."

"LIBOR Successor Rate Conforming Changes: means, with respect to any proposed LIBOR Successor Rate, any conforming changes to the definition of Base Rate, Interest Period, timing and frequency of determining rates and making payments of interest and other administrative matters as may be appropriate, in the discretion of the Lender, to reflect the adoption of such LIBOR Successor Rate and to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such LIBOR Successor Rate exists, in such other manner of administration as the Lender determines in consultation with the Borrower)."

"Scheduled Unavailability Date: as defined in Section 3.6."

(o) Section 2.1.4 (**Overadvances**) of the Loan Agreement of the Loan Agreement is hereby restated in its entirety as follows:

"2.1.4 Overadvances. Subject to the paragraph immediately below, if Revolver Usage exceeds the Borrowing Base ("Overadvance") at any time, the excess amount shall be payable by Borrowers on the sooner of demand by Lender or the first Business Day after any Borrower has knowledge thereof, but all such Revolver Loans shall nevertheless constitute Obligations secured by the Collateral and entitled to all benefits of the Loan Documents. Any funding or sufferance of an Overadvance shall not constitute a waiver of the Event of Default caused thereby.

Notwithstanding the foregoing, the Obligors acknowledge and agree that, as of the Forbearance Agreement and Forbearance and Fourteenth Amendment Effective Date, an Overadvance exists in the amount of $5,000,000 (the "Forbearance and Fourteenth Amendment Overadvance"). Notwithstanding that the such Forbearance and Fourteenth Amendment Overadvance is otherwise immediately due and payable in full, the Obligors and the Lender agree that it shall be repaid by the Obligors to the Lender as follows: (i) one (1) installment of $500,000, to be paid on November 26, 2018, (ii) two (2) installments of $250,000 each to be paid on November 27, 2018, and December 4, 2018, and (iii) four (4) installments of $1,000,000, each to be paid on December 11, 2018, December 18, 2018, December 26, 2018, and January 2, 2019, time being of the essence."

(p) Section 3.6 (**Inability to Determine Rates**) of the Loan Agreement is hereby amended by inserting the following provision at the end thereof:

"Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Lender determines (which determination shall be conclusive absent manifest error) that:

(i) adequate and reasonable means do not exist for ascertaining LIBOR for any requested Interest Period, including, without limitation, because the LIBOR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) the administrator of the LIBOR Screen Rate or a Governmental Authority having jurisdiction over the Lender has made a public statement identifying a specific date after which LIBOR or the LIBOR Screen Rate shall no longer be made available, or used for determining the interest rate of loans (such specific date, the "Scheduled Unavailability Date"), or

(iii) loans currently being executed, or that include language similar to that contained in this Section, are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace LIBOR,

then, reasonably promptly after such determination by the Lender, the Lender and the Borrower may amend this Agreement to replace LIBOR with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein), giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities for such alternative benchmarks (any such proposed rate, a "LIBOR Successor Rate"), together with any proposed LIBOR Successor Rate Conforming Changes (as defined below).

If no LIBOR Successor Rate has been determined and the circumstances under clause (i) above exist or the Scheduled Unavailability Date has occurred (as applicable), the Lender will promptly so notify the Borrower. Thereafter, (x) the obligation of the Lenders to make or maintain LIBOR Loans shall be suspended, (to the extent of the affected LIBOR Loans or Interest Periods), and (y) the LIBOR component shall no longer be utilized in determining the Base Rate. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of LIBOR Loans (to the extent of the affected LIBOR Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a Committed Borrowing of Base Rate Loans (subject to the foregoing clause (y)) in the amount specified therein.

Notwithstanding anything else herein, any definition of LIBOR Successor Rate shall provide that in no event shall such LIBOR Successor Rate be less than zero for purposes of this Agreement."

(q) Section 8.1.30 of the Loan Agreement (**Subordinated Debt**) is hereby deleted in its entirety and the following substituted in its stead:

"8.1.30. Subordinated Debt. Borrowers have delivered to Lender complete and correct copies of the DPI/Epiphany Settlement Agreement, the Consolidated Aston/LaPenta Note, the Energy Source Note, and the TNT Notes, including all schedules and exhibits thereto. Upon the execution and delivery thereof, Borrowers will have delivered to the Lender complete and correct copies of any Additional LaPenta Note and shall have otherwise satisfied the requirements set forth in the definition thereof. No Obligor is in default in the performance or compliance with any material provisions thereof."

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

"(e) Consolidated Aston/LaPenta Note and any Additional LaPenta Note, except that from and after the Forbearance and Fourteenth Amendment Effective Date, the Borrowers may make regularly scheduled (i) cash payments (but not prepayments) of interest on the Consolidated Aston/LaPenta Note and any Additional LaPenta Note in an aggregate amount not to exceed $375,000, so long as before and after giving effect to such payment, no Event of Default (other than the Subject Defaults as defined in the Forbearance Agreement and Fourteenth Amendment) shall have occurred and be continuing, and (ii) payments in kind of interest, so-called "PIK interest", at the rate required to be paid under the Consolidated Aston/LaPenta Note and any Additional LaPenta Note, to be added to the outstanding principal balances of such notes, as applicable;"

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

"(g) Borrowed Money (other than the Obligations, the DPI/Epiphany Debt, the Consolidated Aston/LaPenta Note and any Additional LaPenta Note) prior to its due date under the agreements evidencing such Debt as in effect on the Closing Date (or as amended thereafter with the written consent of Lender);"

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

"(i) any cash payments required to be paid to Aston pursuant to the Management Services Agreement; 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) Section 9.2.7(aa) of the Loan Agreement (**Restrictions on Payment of Certain Debt**) is hereby deleted in its entirety.

(v) Section 9.3.2 of the Loan Agreement (**Financial Covenants**) is hereby deleted in its entirety and the following substituted in its stead:

"9.3.2 **Maximum Monthly Cash Burn**. Shall not permit cumulative Cash Burn (calculated from October 27, 2018) to exceed (i) $6,113,000 through November 30, 2018, and (ii) $6,757,000 through December 31, 2018, the foregoing calculation being in conformity with the financial plan set forth in Exhibit H annexed hereto, all determined to the sole satisfaction of the Lender."

(w) Attached hereto as Exhibit "B" is the new Exhibit H (**Cash Burn Plan**) to the Loan Agreement.

10. Ratification of Loan Documents. Except as specifically amended by this Agreement, 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 other than the Stated Event of Default, and no Default exists other than the Q4 FCCR Default, and nothing contained herein shall be deemed to constitute a waiver by the Lender of the Subject Defaults and/or any other Default or Event of Default which may nonetheless exist as of the date hereof.

11. Additional LaPenta Note Cure Provisions. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, and for avoidance of doubt, during the Forbearance Period the proceeds of any Additional LaPenta Note may be used (i) to repay any Additional Forbearance Period Overadvance, (ii) to repay the Forbearance and Fourteenth Amendment Overadvance, (iii) to satisfy the Cash Burn covenant set forth in Section 9.3.2 of the Loan Agreement as amended hereby, and/or (iv) to fulfill any other monetary Obligation of the Obligors under the Loan Documents as amended hereby (items (i) through and including (iv) each a "Curable Termination Event"), provided that, in each such event, (x) within one (1) Business Day after the occurrence thereof, Obligors notify Lender in writing of the existence of the applicable Curable Termination Event specifying in reasonable detail the nature

and amount thereof and, (y) within two (2) Business Days after delivery of said notice, (1) the proceeds of an Additional LaPenta Note sufficient to cure said Curable Termination Event are paid to Lender, and (2) Obligors furnish Lender with a copy of said Additional LaPenta Note. Immediately following the application of the proceeds of said Additional LaPenta Note in accordance with the previous sentence and compliance by the Obligors with the requirements of clauses (x) and (y), and subject to the other provisions of this Agreement, Lender agrees to continue to make Forbearance Period Financial Accommodations in accordance with Section 6(a) of this Agreement.

12. 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.

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

(a) This Agreement shall have been duly executed and delivered by the respective parties hereto (including, without limitation, the delivery of the Cash Burn Plan), and shall be in full force and effect and shall be in form and substance satisfactory to the Lender.

(b) All action on the part of the Obligors necessary for the valid execution, delivery and performance by the Obligors of this Agreement 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 payment from the Obligors of the Forbearance Fee.

(d) The Lender shall have received satisfactory confirmation that proceeds of at least $12,000,000 from the LaPenta Note have been distributed to the Lender and applied to reduce the outstanding Obligations.

(e) 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 Agreement 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.

(f) The Obligors shall have executed and delivered to the Lender such additional documents, instruments, and agreements as the Lender may reasonably request, including, but not limited to, all documents identified on the Document Agenda attached hereto as Exhibit "A".

(g) In accordance with the terms and conditions of Loan Agreement, the Obligors shall pay to Lender all costs and expenses of the Lender, including, without limitation, reasonable attorneys' fees, in connection with the preparation, negotiation, execution and delivery of this Agreement, all documents related thereto and/or associated therewith in the aggregate amount of $106,583.40.

14. Miscellaneous.

(a) This Agreement 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 Agreement (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 Agreement by no later than three (3) Business Days after the Forbearance and Agreement Effective Date.

(b) This Agreement 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 Agreement 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 Agreement.

(d) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT 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]

IN WITNESS WHEREOF, the parties have executed this Agreement 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]

BORROWERS:

REVOLUTION LIGHTING TECHNOLOGIES, INC.

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

LIGHTING INTEGRATION TECHNOLOGIES, LLC

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

TRI-STATE LED DE, LLC

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

[Signatures Continue on Next Page]

VALUE LIGHTING, LLC

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

ALL AROUND LIGHTING, L.L.C.

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

ENERGY SOURCE, LLC

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

REVOLUTION LIGHTING – E-LIGHTING, INC.

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

SEESMART, LLC

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

TNT ENERGY, LLC

By: /s/ James DePalma
Name: James DePalma
Title: Sole Manager

[Signatures Continue on Next Page]

GUARANTORS:

VALUE LIGHTING OF HOUSTON, LLC

By: /s/ James DePalma
Name: James DePalma
Title: President of Sole Manager

BREAK ONE NINE, INC.

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

REVOLUTION LIGHTING TECHNOLOGIES – ENERGY SOURCE, INC.

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

REVOLUTION LIGHTING TECHNOLOGIES – TNT ENERGY, LLC

By: /s/ James DePalma
Name: James DePalma
Title: Sole Manager

EXHIBIT A

Document Agenda
(see attached)

EXHIBIT A

DOCUMENT AGENDA

for

FOURTEENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

among

REVOLUTION LIGHTING TECHNOLOGIES, INC.,
As Borrower's Agent

and

LIGHTING INTEGRATION TECHNOLOGIES, LLC,
TRI-STATE LED DE, LLC,
VALUE LIGHTING, LLC,
ALL AROUND LIGHTING, L.L.C.,
ENERGY SOURCE, LLC,
REVOLUTION LIGHTING – E-LIGHTING, INC.,
SEESMART, LLC, and
TNT ENERGY, LLC
As Additional Borrowers Party Thereto

and

VALUE LIGHTING OF HOUSTON, LLC,
BREAK ONE NINE, INC.,
REVOLUTION LIGHTING TECHNOLOGIES – ENERGY SOURCE, INC., and
REVOLUTION LIGHTING TECHNOLOGIES – TNT ENERGY, LLC
As Guarantors Party Thereto

BANK OF AMERICA, N.A.,
as Lender

November 21, 2018

Table of Parties

Bank of America, N.A. Riemer & Braunstein LLP (Lender's counsel)	"Lender" or "L" "R&B"
Kevin M. Murtagh, Esq. Riemer & Braunstein LLP Three Center Plaza, 6th Floor Boston, Massachusetts 02108 (617) 523-9000 (617) 880-3456 fax	
Anthony B. Stumbo, Esq. Riemer & Braunstein LLP Times Square Tower, Suite 2506 Seven Times Square New York, New York 10036 (212) 789-3100 (212) 719-0140 fax	
Revolution Lighting Technologies, Inc., Lighting Integration Technologies, LLC, Tri-State LED DE, LLC, Value Lighting, LLC All Around Lighting, L.L.C. Energy Source, LLC Revolution Lighting – E-Lighting, Inc. Seesmart, LLC TNT Energy, LLC	"Borrowers" or "B"
Value Lighting of Houston, LLC Break One Nine, Inc. Revolution Lighting Technologies – Energy Source, Inc. Revolution Lighting Technologies – TNT Energy, LLC	"Guarantors" or "G"
Lowenstein Sandler (Borrowers' counsel) Michael Buxbaum, Esq. 1251 Avenue of the Americas New York, New York 10020 (646) 414-6820 (973) 422-6847 fax	"BC"

Item

PART ONE: LOAN AND OPERATIVE DOCUMENTS

1. Forbearance Agreement and Fourteenth Amendment to Loan and Security Agreement
2. Third Amended and Restated Revolver Loan Note ($38,000,000)
3. Consolidated Promissory Note [Aston/LaPenta]
4. Security Agreement (securing Aston/LaPenta Consolidated Promissory Note)
5. Guaranty (guarantying Aston/LaPenta Consolidated Promissory Note)
6. Aston/LaPenta Subordination and Intercreditor Agreement
7. UCC-1 Financing Statements
   (a) Aston
   (b) LaPenta
8. Ratification and Fifth Amendment to Pledge and Security Agreement (LaPenta)
9. LaPenta Letter of Direction re: Pledged Cash Collateral

PART TWO: ORGANIZATIONAL AND AUTHORITY DOCUMENTS

10. Omnibus Certificate (including certified charter documents, bylaws/operating agreement, resolutions, incumbency certificate, good standing and foreign qualification certificates) for each Loan Party

PART THREE: MISCELLANEOUS

11. UCC, Tax and Judgment Lien Searches for Loan Parties

Exhibit A

Organizational Documents

Company	Articles of Incorporation/ Certificate of Formation/ Certificate of Limited Partnership	Bylaws/Operating Agreement/ Partnership Agreement	Resolutions	Good Standing Certificate	Foreign Qualification Certificates	Secty's Cert/ Incumbency Cert
Revolution Lighting Technologies, Inc.						
Lighting Integration Technologies, LLC						
Tri-State LED DE, LLC						
Value Lighting, LLC						
All Around Lighting, L.L.C.						
Energy Source, LLC						
Revolution Lighting – E-Lighting, Inc.						

Company	Articles of Incorporation/ Certificate of Formation/ Certificate of Limited Partnership	Bylaws/Operating Agreement/ Partnership Agreement	Resolutions	Good Standing Certificate	Foreign Qualification Certificates	Secty's Cert/ Incumbency Cert
Seesmart, LLC						
TNT Energy, LLC						
Value Lighting of Houston, LLC						
Break One Nine, Inc.						
Revolution Lighting Technologies – Energy Source, Inc.						
Revolution Lighting Technologies – TNT Energy, LLC						

Exhibit A to Document Agenda

Exhibit B

UCC, Tax and Litigation/Judgment Lien Searches for Loan Parties

Company	UCC	Federal Tax	Litigation/Judgment
Revolution Lighting Technologies, Inc.			
Lighting Integration Technologies, LLC			
Tri-State LED DE, LLC			
Value Lighting, LLC			
All Around Lighting, L.L.C.			
Energy Source, LLC			
Revolution Lighting – E-Lighting, Inc.			
Seesmart, LLC			
TNT Energy, LLC			

Company	UCC	Federal Tax	Litigation/Judgment
Value Lighting of Houston, LLC			
Break One Nine, Inc.			
Revolution Lighting Technologies – Energy Source, Inc.			
Revolution Lighting Technologies – TNT Energy, LLC			

Exhibit B to Document Agenda

EXHIBIT B

Exhibit H to the Loan Agreement
Cash Burn Plan
(see attached)

RVLT
Cash Burn Covenant

	Last 3 Days October	November	December	Total
FORECASTED CASH RECEIPTS	$ 1,995	$ 10,935	$ 13,450	$ 26,380
FORECASTED CASH DISBURSEMENTS	(2,337)	(13,475)	(13,906)	(29,718)
Investigation/Restructuring	(86)	(664)	(1,000)	(1,750)
Interest and Other Expenses	—	(235)	(301)	(536)
Change in Outstanding Checks	(1,257)	—	1,250	(7)
Net Cash Disbursements	(3,680)	(14,374)	(13,957)	(32,011)
NET CASH CHANGE	$ (1,685)	$ (3,439)	$ (507)	$ (5,631)
CUMULATIVE CASH CHANGE	$ (1,685)	$ (5,124)	$ (5,631)	$ (5,631)
COVENANT—@ 20.00%	$ (2,022)	$ (6,149)	$ (6,757)	$ (6,757)

RVLT
Cash Burn Covenant

	WEEK ENDING										
	10/31/2018	11/2/2018	11/9/2018	11/16/2018	11/23/2018	11/30/2018	12/7/2018	12/14/2018	12/21/2018	12/31/2018	Total
FORECASTED CASH RECEIPTS	$ 1,995	$ 1,495	$ 2,670	$ 2,398	$ 2,210	$ 2,162	$ 3,516	$ 3,403	$ 3,140	$ 3,391	$ 26,380
FORECASTED CASH DISBURSEMENTS	(2,337)	(3,337)	(2,467)	(3,013)	(2,079)	(2,579)	(2,981)	(3,900)	(3,077)	(3,948)	(29,718)
Investigation/Restructuring	(86)	—	—	(400)	(150)	(114)	(250)	(250)	(250)	(250)	(1,750)
Interest and Other Expenses		(205)	—	—	(30)	—	(301)				(536)
Change in Outstanding Checks	(1,257)	—	—	—	—	—	—	—	—	1,250	(7)
Net Cash Disbursements	(3,680)	(3,542)	(2,467)	(3,413)	(2,259)	(2,693)	(3,532)	(4,150)	(3,327)	(2,948)	(32,011)
NET CASH CHANGE	$ (1,685)	$ (2,047)	$ 203	$ (1,015)	$ (49)	$ (531)	$ (16)	$ (747)	$ (187)	$ 443	$ (5,631)
CUMULATIVE CASH CHANGE	$ (1,685)	$ (3,732)	$ (3,529)	$ (4,544)	$ (4,593)	$ (5,124)	$ (5,140)	$ (5,887)	$ (6,074)	$ (5,631)	$ (5,631)

(1.) Company received $755K of expected November receipts during the week ended 10-26-18.
(2.) Increased Investigation and Restructuring Fees by $1.0M, as costs appear to be coming in higher than expected.
(3.) Included Interest and Other Expenses in Cash Burn Calculation (inadvertently missed on last version).

RVLT
Cash Burn Covenant

	WEEK ENDING									
	10/31/2018	11/2/2018	11/9/2018	11/16/2018	11/23/2018	11/30/2018	12/7/2018	12/14/2018	12/21/2018	12/31/2018	Total
Cash Receipts:											
Multi-Family Total	$ 763	$ 770	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 10,933
RVLT Group	53	95	160	160	160	160	675	675	675	675	3,488
TriState	243	85	710	438	250	202	591	478	215	466	3,678
Energy Source/TNT	936	545	700	700	700	700	1,000	1,000	1,000	1,000	8,281
Corporate Challenge	—	—	—	—	—	—	—	—	—	—	—
FORECASTED CASH RECEIPTS	$ 1,995	$ 1,495	$ 2,670	$ 2,398	$ 2,210	$ 2,162	$ 3,516	$ 3,403	$ 3,140	$ 3,391	$ 26,380
Cash Disbursements:											
Multi-Family Total	$ (487)	$ (590)	$ (940)	$ (807)	$ (1,057)	$ (557)	$ (825)	$ (825)	$ (825)	$ (825)	$ (7,738)
RVLT Group	(410)	(890)	(379)	(159)	(73)	(99)	(356)	(615)	(615)	(615)	(4,211)
TriState	(119)	(232)	(285)	(184)	(174)	(150)	(337)	(337)	(337)	(338)	(2,493)
Energy Source/TNT	(750)	(500)	(750)	(750)	(625)	(625)	(1,000)	(1,000)	(1,000)	(1,000)	(8,000)
Corporate	(349)	(65)	(113)	(153)	(50)	(188)	(223)	(93)	—	(200)	(1,434)
Corporate Payment of Division Expenses	(222)	(40)	—	(40)	(100)	—	(240)	—	(300)	—	(942)
Payroll Total	—	(1,020)	—	(920)	—	(960)	—	(1,030)	—	(970)	(4,900)
FORECASTED CASH DISBURSEMENTS	$ (2,337)	$ (3,337)	$ (2,467)	$ (3,013)	$ (2,079)	$ (2,579)	$ (2,981)	$ (3,900)	$ (3,077)	$ (3,948)	$ (29,718)

EXHIBIT 99.2
EXECUTION VERSION

SECURITY AGREEMENT

This Security Agreement (this "Security Agreement") is made this 21st day of November, 2018, by and among REVOLUTION LIGHTING TECHNOLOGIES, INC., a Delaware corporation with its principal place of business located at 177 Broad Street, 12th Floor, Stamford, Connecticut 06901 ("Parent") and each subsidiary of Parent party to this Security Agreement (together with Parent, each a "Grantor" and, collectively the "Grantors") in favor of Aston Capital, LLC ("Aston Capital"), a Delaware limited liability company, as collateral agent (in such capacity, together with his successors and permitted assigns in such capacity, the "Agent") for each of the Lenders (as defined below).

1. **Definitions.** The term "Lenders" means (i) each of the "Lenders" identified on the signature pages hereto, including Aston Capital and ROBERT V. LAPENTA, SR. ("RVL"), an individual with a business address at 177 Broad Street, 12th Floor, Stamford, Connecticut 06901, and (ii) after the date hereof, each other person or entity that Parent and the Lenders (at the time party to this Security Agreement) agree in writing who becomes a Lender for purposes of this Security Agreement. The term "Instruments" means (a) the Consolidated Promissory Note dated November 21, 2018, made by Parent in favor of RVL and Aston Capital, in the aggregate principal amount of $38,407,968.88, (b) any other promissory note or other instrument from time to time made by one or more Grantors in favor of any Lender, (c) each other promissory note or other instrument made by any Grantor in favor of any Lender and (d) any guarantees of any of the agreements, instruments or other document described in clauses (a), (b) and (c), including without limitation the Guaranty dated November 21, 2018 (as amended, restated, modified or otherwise changed from time to time) by and among each Grantor listed as a "Guarantor" on the signature pages thereto and the lenders party thereto (the guaranties described in clause (d), each an "Instrument Guaranty" and, collectively, the "Instrument Guaranties"). Further, unless otherwise defined in this Security Agreement or in the Instruments, terms defined in Article 8 or 9 of the UCC (as defined below) are used in this Security Agreement as such terms are defined in such Article 8 or 9. "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York, provided that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

2. **Grant of Security Interest.** For valuable consideration, the adequacy and receipt of which is hereby acknowledged, each Grantor (a) pledges, assigns, transfers and delivers to Agent, and grants to Agent, on behalf of Lenders, a continuing and unconditional first priority security interest in, the Collateral (as defined below) to secure payment of (i) all indebtedness and obligations from time to time owing by such Grantor to Agent and Lenders under the Instruments and this Security Agreement, (ii) all amounts from time to time owing by any such Grantor in respect of any Instrument Guaranty (iii) and performance of all other obligations under the Instruments and this Security Agreement (clauses (i), (ii) and (iii), collectively, the "Indebtedness") and (b) agrees that Agent and Lenders shall have the rights stated in this Security Agreement with respect to the Collateral, in addition to all other rights which Agent or any Lender may have by law. Indebtedness shall include all amounts that may be indirectly secured by cross-collateralization in accordance with Section 4 of this Security Agreement.

3. **Collateral.** The term "Collateral" means all of each Grantor's present and future right, title and interest in and to any and all property of such Grantor, of any kind or description, real or personal, tangible or intangible, wherever now or hereafter located or whether now existing or hereafter arising or acquired, including, without limitation, all of the following described property:

a. All trade fixtures and personal property of every kind and nature, including without limitation all accounts (including but not limited to all receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, all chattel paper (whether tangible or electronic), letter-of-credit rights, letters of credit, securities and all other investment property, general intangibles (including but not limited to all intellectual property, including patents, trademarks, copyrights and software, and all payment intangibles), money, deposit accounts, motor vehicles, commercial tort claims, including, without limitation, those described on Schedule A hereto (as it may be updated from time to time), other rights to payment and performance, contract rights or rights to the payment of money and other obligations of any kind.

b. In addition, the word "Collateral" also includes all of each Grantor's present and future right, title and interest in and to all of the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(1) All accessions, attachments, accessories, fittings, increases, tools, parts, repairs, supplies, replacements of, additions to and commingled goods related to any of the property described in this Section 3, whether added now or later;

(2) All additions, replacements of and substitutions for all or any part of the property described in this Section 3, whether added now or later;

(3) All products and produce of any of the property described in this Section 3;

(4) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Section 3;

(5) All goodwill relating to the property described in this Section 3;

(6) All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described in this Section 3, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process;

(7) All records and data and embedded software relating to any of the property described in this Section 3, in any medium whatever, together with all of such Grantor's right, title, and interest in and to all equipment, inventory and computer software required to utilize, create, maintain, and process any such records or data on electronic media;

(8) All supporting obligations relating to the property described in this Section 3, whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the property described in this Section 3; and

(9) All products and proceeds (including but not limited to all insurance payments) of or relating to the property described in this Section 3.

Notwithstanding anything herein to the contrary, the term "Collateral" shall only include, and each Grantor is only pledging and granting a security interest hereunder in any of such Grantor's right, title or interest in any collateral secured under the BOA Loan Agreement or the Related Agreements (as such terms are defined below).

4. **Continuing Security Agreement.** Even though all or any part of the Indebtedness is paid in full or is not otherwise outstanding as of the date hereof and even though for a period of time any Grantor may not be indebted to Agent or any Lender, this Security Agreement is continuing in nature and will continue in effect until terminated in accordance with the terms herein.

5. **Grantor's Representations and Warranties.** Each Grantor represents and warrants to Agent and Lenders as follows.

a. Name; Organization of Grantor. (i) Each Grantor's exact legal name is that indicated on the signature page hereof; (ii) each Grantor is an organization of the type, and is organized in the jurisdiction, set forth in this Security Agreement; and (iii) each Grantor's place of business (or, if more than one, its chief executive office) and its mailing address have been correctly provided to Agent.

b. Nature of the Collateral. The Collateral consisting of securities have been duly authorized and validly issued, and are fully paid and non-assessable and subject to no options to purchase or similar rights.

c. Property. Each Grantor owns and has good title to all Collateral free and clear of all security interests other than (i) in favor of Bank of America, N.A. ("BOA"), pursuant to (A) that certain Loan and Security Agreement by and between certain Grantors, BOA and others dated as of August 20, 2014, as the same has been and may in the future be amended, restated, supplemented or otherwise modified (the "BOA Loan Agreement,"), (B) the instruments and agreements executed and delivered by such Grantor in favor of BOA from time to time in connection with the BOA Loan Agreement (the "Related Agreements"), and (C) security interests permitted by the BOA Loan Agreement. All Collateral is titled in a Grantor's legal name.

d. Lien Priority. Except as permitted or required under the BOA Loan Agreement or the Related Agreements, no Grantor has entered into or granted, and will not enter into or grant, any security agreements in respect of any Collateral or permitted or permit the filing or attachment of any security interests on or affecting any Collateral that would be prior or that may in any way be superior to Agent's security interests and rights in and to such Collateral.

e. Perfection and Authority. The pledge of the Collateral pursuant to this Security Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment and performance when due of the Indebtedness and obligations under the Instruments. Each Grantor has full power, authority and legal right to pledge the Collateral pursuant to this Security Agreement.

f. Control. Each Grantor has taken all action required on its part for control (as defined in sections 8-106, 9-104, 9-105, 9-106 and 9-107 of the UCC, as applicable) to have been obtained by Agent, on behalf of itself and Lenders, over all Collateral with respect to which such control may be obtained pursuant to the UCC. No person other than Agent or BOA has control or possession of all or any part of the Collateral.

g. Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine and fully complies with all laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Agent, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by any Grantor with or for the account debtor.

h. Hazardous Substances. The Collateral never has been, and never will be so long as this Security Agreement remains a lien on the Collateral, used in violation of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C Section 9601, et seq., the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, the Hazardous Materials Transportation Act, 29 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. or other applicable state or Federal Laws adopted pursuant thereto (collectively, "Environmental Laws") or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance (as defined below). The representations and warranties contained herein are based on the Grantors' due diligence in investigating the Collateral for Hazardous Substances. "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled, including, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The term "Hazardous Substances" is used in its very broadest sense and includes, without limitation, any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws.

i. Mutual Benefit. Each Grantor has (or will) receive a benefit from the proceeds of the Instruments and has determined it is in its best interest to execute, deliver and perform this Security Agreement. Each of the Grantors (other than the Parent) agree and acknowledge that it is dependent on Parent and each other Grantor in the conduct of its respective business and operations as an integrated enterprise, with credit needed from time to time by such Grantor often being provided through financing obtained by Parent and by the other Grantors, and the ability to obtain such financing is dependent on the successful operations of all of the Grantors taken as a whole.

6. **Grantors' Covenants.** Each Grantor covenants and agrees with Agent and Lenders that, so long as this Security Agreement remains in effect, and subject to the BOA Loan Agreement and the Related Agreements:

a. Perfection of Security Interest. Each Grantor agrees to take whatever actions are requested by Agent to perfect and continue Agent's security interest in the Collateral. Upon request of Agent, each Grantor will deliver to Agent any and all of the documents evidencing or constituting the Collateral and such Grantor will note Agent's interest upon any and all chattel paper and instruments if not delivered to Agent for possession by Agent. Each Grantor shall defend Agent's rights in the Collateral against the claims and demands of all other persons.

b. Location of the Collateral. Except in the ordinary course of such Grantor's business, each Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property, such as accounts or general intangibles, the records concerning the Collateral) at such Grantor's address shown above or at such other existing and future locations as are disclosed to Agent; provided, however, that any future location must be reasonably acceptable to Agent if the transfer or maintenance of Collateral at such location would reasonably be expected to have an adverse effect on the security interest of Agent in the Collateral. Upon Agent's request, each Grantor will deliver to Agent, in form satisfactory to Agent, a schedule of real properties and Collateral locations relating to such Grantor's operations, including, without limitation, (i) all real property such Grantor owns or is purchasing; (ii) all real property such Grantor is renting or leasing; (iii) all storage facilities such Grantor owns, rents, leases or uses; and (iv) all other properties where Collateral is or may be located.

c. Removal of the Collateral. Except in the ordinary course of such Grantor's business, including the sales of inventory, no Grantor shall remove the Collateral from its existing location without Agent's prior written consent. To the extent that the Collateral consists of motor vehicles or other titled property, no Grantor shall take or permit any action which would require application for certificates of title for the vehicles outside the state where such Grantor's business is located, without Agent's prior written consent. Each Grantor shall, whenever requested, advise Agent of the exact location of the Collateral.

d. Transactions Involving Collateral. Except as otherwise provided for in the Instruments, the BOA Loan Agreement and the Related Agreements, no Grantor shall sell, offer to sell or otherwise transfer or dispose of any Collateral. A sale in the ordinary course of a Grantor's business does not include a transfer in partial or total satisfaction of debt or any bulk sale. No Grantor shall pledge, mortgage, encumber or otherwise permit the Collateral to be

subject to any lien, security interest, encumbrance or charge, other than the security interest provided for in this Security Agreement, without the prior written consent of Agent. This includes security interests even if junior in right to the security interests granted under this Security Agreement. Unless waived by Agent, all proceeds from any Collateral (for whatever reason) shall be held in trust for Agent and shall not be commingled with any other funds; provided, however, this requirement shall not constitute consent by Agent to any sale or other disposition. Upon receipt, each Grantor shall immediately deliver any such proceeds to Agent, for payment to Lenders on a ratable basis in accordance with each Lenders' applicable share of the principal amount of all Instruments.

e. Repairs and Maintenance. Each Grantor agrees to keep and maintain, and to cause others to keep and maintain, substantially all of the Collateral in good order, repair and condition. Each Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with, the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

f. Inspection and Marking of Collateral. Agent and any Agent's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located. Agent shall have the right to mark or affix markings to any item of Collateral that evidence Agent's security interest in such Collateral.

g. Taxes, Assessments and Liens. If the Collateral is subjected to a lien not permitted under the Instruments and not discharged within fifteen (15) days, Grantors shall deposit with Agent cash, a sufficient corporate surety bond or other security satisfactory to Agent in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could reasonably accrue in the discharge of the lien. In any contest, each Grantor shall defend itself and Agent shall satisfy any final adverse judgment before enforcement against the Collateral. Each Grantor shall name Agent as an additional obligee under any surety bond furnished in the contest proceedings.

h. Application of Insurance Proceeds. Promptly notify Agent of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Agent may make proof of loss if any Grantor fails to do so within fifteen (15) days of the casualty. In the event that the loss or damage is to a substantial portion of the Collateral, all proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Agent as part of the Collateral and, if Agent consents, which consent shall not be unreasonably withheld, to repair or replacement of the damaged or destroyed Collateral, Agent shall, upon satisfactory proof of expenditure, pay or reimburse Agent from the proceeds for the reasonable cost of repair or restoration. If Agent does not consent to repair or replacement of the Collateral, Agent shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantors. Any proceeds which have not been applied to the repair or restoration of the Collateral within six (6) months after their receipt shall be used to prepay the Indebtedness.

i. Insurance Reserves. In the event that any Grantor fails to pay insurance premiums on insurance policies required to be maintained by such Grantor under the Instruments, Agent may require such Grantor to maintain with Agent reserves for payment of insurance premiums, which reserves shall be created by monthly payments from such Grantor of

a sum estimated by Agent to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantors shall upon demand pay any deficiency to Agent. The reserve funds shall be held by Agent as a general deposit and shall constitute a non-interest-bearing account which Agent may satisfy by payment of the insurance premiums required to be paid by any Grantor as they become due. Agent does not hold the reserve funds in trust for Grantors, and Agent is not the agent of Grantors for payment of the insurance premiums required to be paid by any Grantor. The responsibility for the payment of premiums shall remain Grantors' sole responsibility.

j. Financing Statements and Other Recordations. Each Grantor authorizes Agent to file UCC financing statements or continuation statements or amendments thereto or any other form, document or notice, or a copy of this Security Agreement, to perfect Agent's security interest in any Collateral (including any financing statement that describes the Collateral as "all assets" or "all personal property" or words of similar effect). At Agent's request, each Grantor additionally agrees to sign all other documents and take such further actions that are necessary or advisable to perfect, protect, and continue Agent's security interest in the Collateral. Each Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Agent is required by law to pay such fees and costs. Each Grantor irrevocably appoints Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor, to execute documents necessary to transfer title upon the occurrence of an Event of Default (as defined in the Instruments).

k. Commercial Tort Claims. If any Grantor shall at any time hold or acquire a commercial tort claim, such Grantor shall (i) promptly notify Agent in a writing signed by such Grantor of the particulars thereof and grant to Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance satisfactory to Agent and (ii) deliver to Agent an updated Schedule A.

l. Intellectual Property.

(1) Each Grantor agrees that it will not do any act or omit to do any act whereby any patent that is used in the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a patent with the relevant patent number as necessary to establish and preserve its rights under applicable patent laws.

(2) Each Grantor will, for each trademark used in the conduct of such Grantor's business, (i) maintain such trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such trademark, (iii) display such trademark with notice of U.S. or non-U.S. registration to the extent necessary to establish and preserve its rights under applicable law, and (iv) not knowingly use or knowingly permit the use of such trademark in violation of any third party rights.

(3) Each Grantor will, for each work covered by a copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary to establish and preserve its rights under applicable copyright laws.

(4) In the event that any Grantor (i) files an application or registration for any intellectual property with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, either itself or through any agent, employee, licensee or designee or (ii) obtains rights to or develops any new intellectual property or any reissue, division, continuation, renewal, extension or continuation-in-part of any existing intellectual property, such Grantor shall give to Agent prompt notice thereof, and, execute and deliver any and all agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent's security interest in such intellectual property, and each Grantor hereby appoints Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(5) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each application relating to the intellectual property of such Grantor (and to obtain the relevant grant or registration) and to maintain each issued patent and each registration of the trademarks and copyrights that is used in the conduct of such Grantor's business as conducted or proposed to be conducted, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(6) In the event that any Grantor has reason to believe that any Collateral consisting of intellectual property used in the conduct of such Grantor's business has been infringed, misappropriated or diluted by a third party, such Grantor shall promptly take such reasonable actions as are appropriate under the circumstances to protect such Collateral, which may include suing for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and promptly shall notify Agent of the initiation of any such suit.

m. Additional Assurances. Each Grantor shall make, execute and deliver to Agent such agreements, instruments, certificates and other documents as Agent may reasonably request to evidence and secure the Indebtedness, to perfect all security interests in the Collateral and to protect Agent's interests in the Indebtedness and the Collateral.

7. **Grantors' Right to Possession and to Collect Accounts.** Unless an Event of Default has occurred and is continuing hereunder, and except as otherwise provided below with respect to accounts, each Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with the

Instruments or this Security Agreement, provided that such Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Agent is required by law to perfect Agent's security interest in such Collateral. Until otherwise notified by Agent, each Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Agent may exercise its rights to collect the accounts and proceeds of the Collateral and to notify account debtors and others obligated in respect of the Collateral to make payments or otherwise render performance directly to Agent pursuant to Section 9-607 of the UCC for application to the Indebtedness. If Agent at any time has possession of any Collateral, whether before or after an Event of Default, Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Agent takes such action for that purpose as any Grantor shall request or as Agent, in Agent's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by any Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Agent shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

8. **Agent's Expenditures.** If any action or proceeding is commenced that would materially affect Agent's interest in the Collateral or if any Grantor fails to comply with any provision of any Instrument or this Security Agreement, including but not limited to any Grantor's failure to discharge or pay when due any amounts such Grantor is required to discharge or pay under any Instrument and this Security Agreement, Agent on such Grantor's behalf may (but shall not be obligated to) take any action that Agent deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Agent for such purposes will then bear interest at the highest rate charged under any Instrument from the date incurred or paid by Agent to the date of repayment by any Grantor. All such expenses will become a part of the Indebtedness and, at Agent's sole option and discretion, will (a) be payable on demand or (b) be added to the balance of the Instrument s and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy; or (ii) the remaining term of the Instruments. This Security Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Agent may be entitled upon an Event of Default.

9. **Rights and Remedies upon Default.** If any event of default (or similar term) has occurred or is continuing under any Instrument, Agent, on behalf of itself and the Lenders, shall have all the rights of a secured party under the UCC and New York law including, without limitation, any one or more of the following rights and remedies.

a. Accelerate Indebtedness. Agent may declare the entire Indebtedness, including any prepayment penalty that Grantors would be required to pay, immediately due and payable, without notice of any kind to Grantors.

b. Assemble Collateral. Agent may require any Grantor to deliver to Agent all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Agent may require any Grantor to assemble the Collateral and make it available to Agent at a place to be designated by Agent. Agent also shall have full power to

enter upon the property of any Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Security Agreement at the time of repossession, each Grantor agrees Agent may take such other goods, provided that Agent makes reasonable efforts to return them to such Grantor after repossession.

c. Sell the Collateral. Agent shall have full power to sell, lease, transfer or otherwise deal with the Collateral or proceeds thereof in Agent's own name or that of each Grantor. Agent may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Agent will give Grantors, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Security Agreement and shall be payable on demand, with interest at the at the highest rate charged under any Instrument from date of expenditure until repaid.

d. Appoint Receiver. Agent shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Agent's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Agent shall not disqualify a person from serving as a receiver.

e. Collect Revenues, Apply Accounts. Agent, either itself or through a receiver, may collect the payments, rents, income and revenues from the Collateral for the benefit of itself and all Lenders. Agent may at any time in Agent's discretion transfer any Collateral into Agent's own name or that of Agent's nominee and receive the payments, rents, income and revenues therefrom and hold the same as security for the Indebtedness, for the benefit of itself and all Lenders, or apply it to payment of the Indebtedness in such order of preference as Agent and Lenders may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action or similar property, Agent may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize on the Collateral, for the benefit of itself and all Lenders, as Agent may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Agent may, on behalf of and in the name of any Grantor, receive, open and dispose of mail addressed to such Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment or storage of any Collateral. To facilitate collection, Agent may notify account debtors and obligors on any Collateral to make payments directly to Agent, for the benefit of itself and all Lenders.

f. Obtain Deficiency. If Agent chooses to sell any or all of the Collateral, Agent may obtain a judgment against any Grantor for any deficiency remaining on the Indebtedness due to all Lenders after application of all amounts received from the exercise of the rights provided in this Security Agreement. Each Grantor shall be liable for a deficiency even if the transaction described in this subsection (f) is a sale of accounts or chattel paper.

g. Other Rights and Remedies. Agent and each Lender shall have all the rights and remedies of a secured creditor under the provisions of the UCC and other New York law, as may be amended from time to time. In addition, Agent and each Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

h. Election of Remedies. Except as may be prohibited by applicable law, all of Agent's and each Lender's rights and remedies, whether evidenced by this Security Agreement or the Instruments, shall be cumulative and may be exercised singularly or concurrently. Election by Agent or any Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of any Grantor under this Security Agreement, after such Grantor's failure to perform, shall not affect Agent's or any Lender's right to declare a default and exercise its remedies.

10. **Agency.**

a. Appointment by Lenders. Each Lender (by acceptance of the benefits of this Security Agreement) hereby appoints Agent as the collateral agent for the Lenders with respect to the Collateral and this Security Agreement and authorizes Agent to hold the security interests in and Liens upon the Collateral in favor of Agent in Agent's name for the benefit of the Lenders, subject to the provisions of this Security Agreement.

b. Authorization as to Subagents and Liens. The Lenders hereby authorize Agent to appoint Subagents (as defined below) to carry out the provisions of this Security Agreement. The Lenders agree that all Liens in Collateral securing any of the Indebtedness shall be administered by and through Agent and Agent's Subagents in accordance with and subject to the provisions of this Security Agreement. If, as of the date hereof, or at any time in the future, any Lender at any time holds a Lien on Collateral in its own name which secures the repayment of the Indebtedness, it agrees to assign such Lien, without warranty or recourse, to Agent, to be held by Agent as the collateral agent for each of the Lenders.

c. General Authorization.

(1) Each of the Lenders hereby appoints and authorizes Agent to take such action as collateral agent on its behalf and to exercise such powers and discretion under this Security Agreement as are delegated to Agent by the terms hereof, together with such powers as are reasonably incidental thereto.

(2) Without limiting the foregoing, each of the Lenders hereby expressly authorizes Agent to execute and perform Agent's obligations under this Security Agreement and each of the Instruments, and to exercise all rights, powers, and remedies that Agent may have hereunder or thereunder, or that may be incidental thereto.

(3) As to any matters within the scope of Agent's agency and not expressly provided for by this Security Agreement, Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting with respect to any Collateral or with respect to the provisions of this Security Agreement relating to same (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Lenders and (except as otherwise expressly provided herein) such instructions shall be binding upon all of the Lenders, Agent, and their successors, assigns, and participants; provided, however, that Agent shall not be required to take any action that exposes Agent to personal liability or that is contrary to this Security Agreement or applicable law.

(4) Agent (or any applicable Subagent) agrees, in connection with any notice of sale or disposition of Collateral that is given by Agent (or such Subagent) pursuant to the UCC, concurrently to send to the Lenders a copy of such notice.

d. Subagents.

(1) To facilitate the taking of actions with respect to Collateral, or in pursuance of the terms of this Security Agreement, Agent may, from time to time, appoint one or more subagents (hereinafter, collectively, "Subagents") with respect to all or a portion of the Collateral and/or with respect to certain matters pertaining to all or a portion of the Collateral. Any such Subagent, when acting within the scope of its subagency provided for herein, shall have the rights and powers of Agent, as are set forth in the document establishing such subagency, shall enjoy the full benefits and protections of all provisions hereof applicable to Agent, and shall be subject to and responsible for the obligations and duties of Agent hereunder insofar as they pertain to the rights being exercised by such Subagent.

(2) Any reference in this Security Agreement to a Subagent shall refer to a Subagent of Agent appointed pursuant to this section and acting within the scope of such subagency. Any reference in this Security Agreement to Agent, in the context of any provision relating to any Collateral or the exercise of rights or remedies with respect thereto, shall be deemed to refer also to any Subagent of Agent that is appointed hereunder with respect to such Collateral.

e. Dispositions. Subject to the terms of this Security Agreement, any disposition of Collateral by Agent or any Subagent acting within the scope of its subagency shall effect a disposition of all right, title, and interest of any Grantor in such Collateral free of any security interest or Lien of Agent or any Lender, with the rights of any such Person to attach to and continue in the proceeds of such disposition. No disposition of Collateral shall be made by Agent or any Subagent unless notice of disposition shall have been given by the Person making such disposition in compliance with this Security Agreement and all applicable provisions of law.

f. Agent's Reliance. Without limiting any other provision hereof that is protective of Agent, except as otherwise specifically provided herein, Agent (and any Subagent) shall not be liable for any action taken or omitted to be taken by it under or in connection with this Security Agreement, except for its own gross negligence or willful misconduct. Without limiting the generality of the foregoing, Agent (and any Subagent): (a) may treat any Person believed by it to be the holder of any interest in any Collateral as the holder thereof until Agent (or such Subagent) receives and accepts a written notification from such Person or its representative, notifying Agent (or such Subagent) of the transfer or assignment of such interest to an assignee, which notice shall identify the name and address of such assignee; (b) may treat any Person believed by it to be the representative of a class of interests as the continuing representative of such class of interests until Agent (or such Subagent) receives and accepts a notification from such Person that a new representative has been designated for such class of interests, which notice shall identify the name and address of such new representative; (c) may consult with legal counsel, independent public accountants, and other advisors and experts selected by it, and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants, advisors, or experts; (d) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties, or representations made in or in connection with this Security Agreement; (e) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants, or conditions of this Security Agreement on the part of any Person party thereto or to inspect the Collateral or any asset (including the books and records) of any Grantor; (f) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency, or value of this Security Agreement or any other instrument or document furnished pursuant hereto or thereto, or any Collateral or the perfection of any Lien on the Collateral; and (g) shall incur no liability under or in respect of this Security Agreement or any Collateral by acting upon any notice, consent, certificate, or other instrument or writing (which may be sent by telefacsimile electronic mail) believed by it to be genuine and signed or sent by the proper Person. Neither Agent nor any Subagent affirmatively shall take any action to release or terminate any existing financing statement, mortgage or other registration or filing that relates to the perfection of any security interest or Lien on Collateral, other than (A) with the written consent of the Lenders or (B) in conformity with and as permitted by the provisions of this Security Agreement, including, without limitation, in connection with any sale, transfer or other disposition permitted by this Security Agreement. Neither Agent nor any Subagent affirmatively shall take any action to release any existing security interest or Lien on Collateral granted pursuant to this Security Agreement, other than (x) with the written consent of the Lenders or (y) in conformity with and as permitted by the provisions of this Security Agreement, including without limitation, in connection with any sale, transfer or other disposition permitted by this Security Agreement.

g. Non-Reliance by the Lenders. Each Lender hereby acknowledges that it has, independently of and without reliance upon Agent, any Subagent or any other Lender, and based upon such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into the transactions evidenced by the Instruments and this Security Agreement. Each Lender also acknowledges that it will, independently of and without reliance upon Agent, any Subagent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own independent credit decisions in taking or omitting to take action under or in connection with the Indebtedness. None of Agent or any Subagent shall be required to keep itself informed as to the performance or observance by the Grantors or any other Person of their obligations to any Lender, or to inspect the Collateral or the books and records of any Grantor, any of its Affiliates or any other Person.

Except for notices and other information expressly required to be furnished to the Lenders by Agent (or any Subagent) hereunder, Agent and its Subagents shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition, or business of the Grantors or their Affiliates or any other Person that may come into the possession of Agent or any Subagent. Agent (and its Subagents) shall not be a trustee for, and shall not have any fiduciary or quasi-fiduciary duty to any Lender and shall not be liable to any Lender except for gross negligence in the performance of, or willful breach of, its undertakings hereunder. The preceding sentence notwithstanding, for the limited purpose of holding and distributing or applying proceeds of Collateral or any other amounts received pursuant to the terms of this Security Agreement ("Collections"), Agent and any Subagent of Agent shall hold such Collections in trust for the benefit of all Lenders, in accordance with their rights and priorities provided for herein, and shall act for the benefit of the Lenders with respect to such Collections.

h. Defaults. Agent shall not be deemed to have knowledge of the occurrence of any Event of Default unless Agent has received notice from a Grantor or a Lender specifying the occurrence of such Event of Default and stating that such notice is a "Notice of Default". Agent has no obligation to investigate whether any Event of Default exists under any Instrument and may rely on the notice of Event of Default furnished by a Grantor or a Lender to Agent as evidence of the existence of such Event of Default without the necessity of any further inquiry. Agent shall take such action pertaining to any given Collateral with respect to such Event of Default as shall be directed by the Lenders with respect to such Collateral, provided that, unless and until Agent shall have received such directions, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem necessary in the exercise of its good faith business judgment to protect or preserve the Collateral.

i. Rights as a Senior Lender and the Senior Agent. With respect to any Indebtedness due it, if any, the Person defined herein to be Agent (and any successor Person acting as Agent and any Subagent), in its capacity as a Lender under the Instruments, shall have the same rights and powers hereunder as any other Lender and may exercise the same as though it were not Agent (or a Subagent), and the term "Lenders" shall, unless otherwise expressly indicated, include such Person (and any successor Person acting as Agent and any Subagent) in its individual capacity. The Person defined herein to be Agent (and any successor acting as Agent and any Subagent), as if it were not Agent (or a Subagent), and its Affiliates may (without having to account therefor to any Lender) accept deposits from, lend money to, act as trustee under indentures of and generally engage in any kind of banking, trust, or other business with any Grantor or any of such Person's Affiliates and may accept fees and other consideration from any Grantor or any of such Person's Affiliates for services rendered in connection with this Security Agreement or otherwise without having to account for the same to the other Lenders.

j. Indemnification of Agent by the Lenders. Each Lender hereby agrees (on a ratable basis in accordance with each Lenders' applicable share of the principal amount of all Instruments) to indemnify and hold Agent (and its Subagents) harmless (to the extent not reimbursed on demand by the Grantors, except that no such prior demand on any Grantor need be made before enforcing the indemnity contained in this section if Agent or any Subagent is barred from making such prior demand, such as by the operation of the automatic stay of Chapter

11 of Title 11 of the United States Code, as in effect from time to time), from and against any and all losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs, disbursements, or expenses (including reasonable attorneys' fees and expenses) of any kind or nature whatsoever which are imposed on, incurred by, or asserted against Agent (or any of its Subagents) in its capacity as such in any way relating to or arising out of this Security Agreement or as a result of any action taken or omitted to be taken by Agent (or any of its Subagents) pursuant to the provisions of this Security Agreement; provided, however, that no Lender shall be liable for any portion of any such losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs, disbursements, or expenses (including reasonable attorneys' fees and expenses) resulting from the gross negligence or willful misconduct of Agent (or any of its Subagents). Without limiting the generality of the foregoing, each Lender authorizes Agent (or any of its Subagents) to deduct, recoup and offset from any Collections otherwise payable to such Lender and coming into the possession, custody or control of Agent (or any of its Subagents) any indemnified amount owing to Agent (and its Subagents), to the extent any Grantor would otherwise be obligated to pay such amount. Without limiting the generality of the foregoing, each Lender hereby agrees to reimburse Agent (and any of its Subagents) promptly following demand for any out-of-pocket expenses (including the reasonable fees and expenses of any attorneys, accountants, advisers, or experts retained or consulted by Agent (or any of its Subagents) in accordance with the provisions hereof) incurred by Agent (or any of its Subagents) in connection with the preparation, execution, delivery, administration, modification, amendment, or enforcement (whether through negotiations, legal proceedings, or otherwise) of, or legal advice in respect of its rights or responsibilities under, this Security Agreement, to the extent that Agent (or any of its Subagents) is not reimbursed on demand for such amounts by the Grantors (except that no prior demand upon any Grantor need be made before enforcing the indemnity contained in this section if such demand would be barred, such as by the provisions of the automatic stay of Chapter 11 of Title 11 of the United States Code, as in effect from time to time). Each Lender's obligations under this paragraph shall survive the termination of this Security Agreement and the discharge of the Grantors' Indebtedness to the Lenders with respect to any indemnity claims then existing or thereafter arising that are based on transactions, events, or occurrences that transpired prior to such termination or discharge, provided, that no indemnitor under this paragraph shall be required to indemnify Agent (or any of its Subagents) for matters relating solely to transactions, events, or occurrences that transpired after such indemnitor had terminated its participation hereunder in accordance with the provisions hereof.

k. Failure to Act. Except for action expressly required of Agent or any Subagent hereunder, Agent and its Subagents shall in all cases be fully justified in falling or refusing to act hereunder unless they shall be indemnified to their reasonable satisfaction by one or more Lenders against any and all liability and expense which may be incurred by them by reason of taking or continuing to take any such action.

l. No Joint Venture. Nothing contained in this Security Agreement, and no action taken by any Lender, Agent or any Subagent, pursuant hereto or in connection herewith or pursuant to or in connection with the Instruments shall be deemed to constitute the Lenders, Agent or any Subagent, a partnership, association, joint venture, or other entity.

m. No Third Parties Benefited (Other Than The Lenders) . Except for the Lenders, who are intended and third party beneficiaries of this Security Agreement, no Person not a party hereto (including, without limitation, the Grantors) shall be an intended or third party beneficiary hereof.

n. Resignation by or Removal of Agent. Agent may resign as Agent under this Security Agreement and the Instruments at any time by giving 30 days' prior written notice thereof to the Lenders. Upon any such resignation, the Lenders shall appoint a successor Agent. Upon acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all of the obligations, rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall assign to the successor Agent, without warranty or recourse, all its rights hereunder and under the Instruments, including all rights with respect to Liens on or security interests in Collateral (including, without limitation, all rights with respect to inventory subject to any letter of credit and all rights with respect to demand deposit and other bank accounts under the dominion and control of Agent), and including all documentation necessary or appropriate to reflect such assignment of record in all appropriate filing offices and jurisdictions, and thereupon shall be discharged from its duties and obligations under this Security Agreement and the Instruments.

11. **Governing Law.** This Security Agreement shall be construed and interpreted in accordance with, and be governed by the internal laws of, the State of New York, without regard to principles of conflict of laws.

12. **Intercreditor.** THIS SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT BY ROBERT V. LAPENTA AND ASTON CAPITAL, LLC IN FAVOR OF BANK OF AMERICA, N.A., DATED NOVEMBER 21, 2018

[*Remainder of page intentionally left blank*]

Wherefore, each Grantor, Agent and each Lender have caused this Security Agreement to be duly executed as of the date first above written.

GRANTORS:

REVOLUTION LIGHTING TECHNOLOGIES, INC.

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

LIGHTING INTEGRATION TECHNOLOGIES, LLC

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

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 & Treasurer

REVOLUTION LIGHTING –
E-LIGHTING, INC.

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

SEESMART, LLC

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

TNT ENERGY, LLC

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

VALUE LIGHTING OF HOUSTON, LLC

By: /s/ James A. DePalma
Name: James A. DePalma
Title: President of Sole Manager

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 & Treasurer

REVOLUTION LIGHTING TECHNOLOGIES – TNT ENERGY, LLC

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

AGENT and LENDER

ASTON CAPITAL, LLC

By: /s/ Robert V. LaPenta
Name: Robert V. LaPenta, Aston Capital
Title: Chairman, Chief Executive Officer and Founder

LENDERS

/s/ Robert LaPenta, Sr.
ROBERT LAPENTA, SR.

ASTON CAPITAL, LLC

By: /s/ Robert V. LaPenta
Name: Robert V. LaPenta, Aston Capital
Title: Chairman, Chief Executive Officer and Founder

SCHEDULE A

COMMERCIAL TORT CLAIMS

NONE.

EXHIBIT 99.3
EXECUTION VERSION

CONSOLIDATED PROMISSORY NOTE

$38,407,968.88 PLUS CAPITALIZED INTEREST November 21, 2018

Revolution Lighting Technologies, Inc., a Delaware corporation ("**Maker**"), hereby promises to pay each of (i) ROBERT V. LAPENTA, SR., an individual with a business address at 177 Broad Street, 12th Floor, Stamford, Connecticut 06901 ("**RVL**"), his heirs, successors and assigns, and (ii) Aston Capital, LLC, a Delaware limited liability company ("**Aston Capital**" and together with RVL, each a "**Lender**" and collectively, the "**Lenders**"), its successors and assigns, in lawful money of the United States of America, the sum of thirty eight million four hundred seven thousand nine hundred sixty-eight dollars and eighty-eight cents ($38,407,968.88) as set forth on the Schedule attached hereto, or, if less, the aggregate unpaid principal amount of this Consolidated Promissory Note (this "**Note**"), to such Lender, all in accordance with this Note and the amounts set forth on the Schedule attached hereto, in each case, together with Capitalized Interest (as defined below) and accrued and unpaid interest thereon, at the rate or rates set forth below on July 20, 2020 (the "**Maturity Date**").

This Note evidences term loans and advances that the Lenders have made to the Maker from time to time as set forth on the Schedule attached hereto. Maker and the Lenders hereby acknowledge and agree that all unpaid loans and advances made by Lenders and their affiliates to Maker and its subsidiaries on and prior to the date hereof are recorded in full on the Schedule attached hereto.

The unpaid principal amount of this Note shall bear interest from and after the date of this Note at a rate per annum which is at all times equal to the greater of (i) the One Month LIBOR Rate (hereinafter defined) then in effect plus three hundred seventy five (375) basis points (3.75%) or (ii) the current applicable interest rate under, and in accordance with the terms in, that certain Loan and Security Agreement by and between Maker, Bank of America, N.A. and others dated as of August 20, 2014, as the same has been and may in the future be amended, restated, supplemented or otherwise modified (the "**BOA Loan Agreement**"), including without limitation any default rate applicable thereunder as and when permitted to be imposed by Bank of America, N.A. (for the avoidance of doubt, if the BOA Termination (as defined below) has occurred, then this rate is determined to be zero), plus one hundred (100) basis points (1.00%) (the "**Bank-Related Rate**"). Interest hereunder will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. For purposes of this Note, the "One Month LIBOR Rate" in effect at any time shall mean the rate of interest published in the Wall Street Journal "Money Rates" listing under the caption "London Interbank Offered Rates" for a one month period on the date hereof and on the first Business Day of each calendar month thereafter (provided that, if the Wall Street Journal does not publish on such date, then the next preceding date on which the Wall Street Journal has published). If the "One Month LIBOR Rate" shall (or is expected to) be illegal or unavailable for more than a 90 day period, then the Lenders shall so notify the Maker and the interest rate hereunder shall bear interest at a rate per annum equal to the greater of (x) the Prime Rate then in effect, as published in the Wall Street Journal, plus two hundred seventy five (275) basis points (2.75%) and (y) the Bank-Related Rate.

If the BOA Loan Agreement has been terminated and all of the Obligations (as defined therein) (collectively, the "**BOA Obligations**") have been satisfied in full in accordance with the terms thereof (the "**BOA Termination**"), then, upon the occurrence and during the continuance of an Event of Default (as defined below) under this Note, the unpaid principal of, and all accrued and unpaid interest on this Note shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing by the Lenders, at a rate per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Note plus two hundred (200) basis point (2%).

Commencing on December 1, 2018, interest hereunder will be due and payable on the first Business Day of each calendar month following the month in which such interest accrued. All or any portion of the interest that accrues and is payable hereunder may be paid in cash to the extent permitted pursuant to that certain Subordination and Intercreditor Agreement, dated as of November 21, 2018, made by the Lenders each in their capacity as a subordinated creditor for the benefit of Bank of America, N.A. (the "**Intercreditor Agreement**"), or, in the absence of an Event of Default and only to the extent any interest is not permitted to be paid in cash under the Intercreditor Agreement, be paid in kind and capitalized by adding to the outstanding principal amount of this Note (the "**Capitalized Interest**"), and shall constitute principal for all purposes under this Note and shall bear interest at the rates set forth above, beginning on the date such additional principal amount is added to the principal amount hereof. On the date hereof, the outstanding unpaid and accrued interest on the loans and advances made available prior to the date hereof (collectively, the "**Existing Loans**") pursuant to the Existing Notes (as hereinafter defined) and other agreements and understandings is payable by Maker without set-off, counterclaim, deduction, offset or defense to the applicable Lenders is equal to the sum of fifty seven thousand eight hundred nineteen dollars and twenty six cents ($57,819.26), which shall be due and payable on December 1, 2018.

In no event will the rate of interest hereunder exceed the maximum rate allowed by law. If any interest hereunder is determined to be in excess of the then legal maximum rate, then that portion of each interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of the obligations evidenced by this Note.

The aggregate principal amount of this Note plus all accrued and unpaid interest thereon shall be payable in full on the Maturity Date. All payments on this Note shall be applied, unless all Lenders otherwise unanimously agree, to each Lender the inverse order of the date such Lender made an amount of this Note available to the Maker, on a ratable basis to each Lender in accordance with their applicable share of such amount (to the extent made on the same date), until each such amount is paid in full.

This Note may be prepaid in whole or in part at any time, together with all accrued and unpaid interest thereon, without premium or penalty, but all such payments shall be made in accordance with the immediately preceding paragraph.

In the event that there is an (a)(i) Event of Default under, and as defined in, the BOA Loan Agreement and (ii) the BOA Obligations have been declared immediately due and payable as a result thereof or (b) Maker (i) shall fail to pay when due (whether at maturity, by reason of acceleration or otherwise) any principal of or interest on this Note, (ii) assigns this Note or Maker's obligations hereunder without the prior written consent of all Lenders or (iii) shall have breached any representation or warranty set forth herein, then any Lender may declare all obligations (including without limitation, outstanding principal and accrued and unpaid interest thereon) under this Note to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived. In the event that (i) Maker shall (A) generally not, or shall become unable to, or shall admit in writing its inability to, pay its debts as such debts become due; (B) make an assignment for the benefit of creditors; (C) apply for or consent to the appointment of a custodian, receiver, trustee, sequestrator, conservator or similar official for it or a substantial part of its assets; (D) voluntarily commence any proceeding or file any petition seeking relief under any federal, state or foreign bankruptcy, insolvency, receivership, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar law or statute, whether now or hereafter in effect; (E) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (ii) below; (F) file an answer admitting the material allegations of a petition filed against it in any such proceeding; or (G) take any action for the purpose of effecting any of the foregoing or (ii) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (x) relief in respect of Maker, or of a substantial part of the property or assets of Maker, under any federal, state or foreign bankruptcy, insolvency, receivership, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar law or statute, whether now or hereafter in effect, (y) the appointment of a custodian, receiver, trustee, sequestrator, conservator or similar official for Maker or a substantial part of any Maker's assets, or (z) the winding up or liquidation of Maker; and any such proceeding or petition contemplated under this clause (ii) shall continue undismissed for a period of sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered, then, upon the occurrence of any event contemplated in clause (i) or (ii) above, without any further action or notice on the part of the Lenders, all outstanding amounts under this Note shall become and be forthwith due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Maker. All of the events described in this paragraph are collectively "**Events of Default**" and individually an "**Event of Default**."

Maker hereby waives presentment, demand, notice of dishonor, protest, notice of protest and all other demands, protests and notices in connection with the execution, delivery, performance, collection and enforcement of this Note. The Maker shall pay all costs of collection when incurred, including reasonable attorneys' fees, costs and expenses.

This Note shall be construed and interpreted in accordance with, and be governed by the internal laws of, the State of New York, without regard to principles of conflict of laws.

This Note may only be amended, modified or terminated by an agreement in writing signed by the parties hereto. This Note shall be binding upon the permitted successors and assigns of the Maker and inure to the benefit of each Lender and its successors, endorsees and assigns. This Note shall not be transferred without the express written consent of all Lenders, provided that if all Lenders consent to any such transfer or if notwithstanding the foregoing such a transfer occurs, then the provisions of this Note shall be binding upon any successor to Maker and shall inure to the benefit of and be extended to any holder thereof.

Maker and the Lenders hereby acknowledge and agree that this Note shall (x) amend, restate, modify, extend, renew and continue the terms and provisions contained in the loans and advances made available prior to the date hereof in respect of the Existing Loans, and shall not extinguish or release the Maker from any liability under such arrangement or that certain Amended and

Restated Promissory Note, dated as of August 3, 2018 (the "**August Note**") in favor of Aston Capital, that certain Promissory Note, dated as of November 12, 2018 (the "**November 12 Note**") in favor of RVL, or that certain Promissory Note dated as of November 15, 2018 (the "**November 15 Note**" and together with the August Note and the November 12 Note, collectively, the "**Existing Notes**") in favor of RVL, or otherwise constitute a novation of the obligations thereunder, but consolidates all such loans into one instrument, and (y) the Existing Loans are outstanding and payable by Maker without set-off, counterclaim, deduction, offset or defense. Maker acknowledges receipt of the Existing Notes, marked cancelled, as of the date of this Note.

This Note is secured by any and all collateral of the Maker and its subsidiaries pursuant to the terms set forth in a Security Agreement, dated as of November 21, 2018, by and among Maker, each subsidiary of Maker party thereto, and Aston Capital, as collateral agent for the lenders referred to therein and the Lenders and shall be entitled to the benefits thereof (the "**Security Agreement**"). Each Lender (by acceptance of the benefits of this Note and the Security Agreement) shall appoint Aston Capital as collateral agent pursuant to the terms to be set forth therefor in the Security Agreement.

THIS NOTE IS SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT BY ROBERT V. LAPENTA AND ASTON CAPITAL, LLC IN FAVOR OF BANK OF AMERICA, N.A., DATED NOVEMBER 21, 2018.

[no further text on this page]

IN WITNESS WHEREOF, this Note has been duly executed and delivered by the Maker as of the date first written above.

REVOLUTION LIGHTING TECHNOLOGIES, INC.
("**MAKER**")

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

Address: 177 Broad Street
12th Floor
Stamford, CT 06901

ASTON CAPITAL, LLC
("**LENDER**")

By: /s/ Robert V. LaPenta
Name: Robert V. LaPenta, Aston Capital
Title: Chairman, CEO and Founder

ROBERT V. LAPENTA
("**LENDER**")

/s/ Robert V. LaPenta

SCHEDULE TO
CONSOLIDATED PROMISSORY NOTE

Date	Amount of Loan or Advance	Lender(s)	Aggregate Unpaid Principal Amount of Loans and Advances	Notation Made by	Pursuant to
March 2017	$ 1,000,000.00	Aston Capital	$ 1,000,000.00	Aston Capital	Advance
August 3, 2018	$ 14,532,968.88	Aston Capital	$ 15,532,968.88	Aston Capital	August Note
September 4, 2018	$ 375,000.00	Aston Capital	$ 15,907,968.88	Aston Capital	Short term advance
October 12, 2018	$ 2,000,000.00	RVL	$ 17,907,968.88	RVL	November 12 Note
October 25, 2018	$ 2,500,000.00	RVL	$ 20,407,968.88	RVL	November 12 Note
October 31, 2018	$ 5,000,000.00	RVL	$ 25,407,968.88	RVL	November 12 Note
November 15, 2018	$ 1,000,000.00	RVL	$ 26,407,968.88	RVL	November 15 Note
November 21, 2018	$ 12,000,000.00	RVL	$ 38,407,968.88	RVL	Amount loaned to Maker on the date hereof to reduce the amount outstanding under the BOA Loan Agreement

EXHIBIT 99.4
EXECUTION VERSION

GUARANTY

FOR VALUE RECEIVED, the undersigned (jointly and severally) hereby (a) irrevocably, absolutely and unconditionally guarantee(s) to the payees and/or any subsequent owners or holders (each a "Lender" and, collectively, the "Lenders") of (a) the Consolidated Promissory Note dated November 21, 2018, made by REVOLUTION LIGHTING TECHNOLOGIES, INC., a Delaware corporation with its principal place of business located at 177 Broad Street, 12th Floor, Stamford, Connecticut 06901 ("Parent") in favor of ROBERT V. LAPENTA, SR., an individual with a business address at 177 Broad Street, 12th Floor, Stamford, Connecticut 06901, and Aston Capital, LLC, a Delaware limited liability company, in the aggregate principal amount of $38,407,968.88, (b) any other promissory note or other instrument from time to time made by Parent or one or more subsidiary of Parent in favor of any Lender and (c) each other promissory note or other instrument made by Parent or any subsidiary of Parent in favor of any Lender (each a "Note" and, collectively, the "Notes") to which this Guaranty is attached, the punctual payment when due of all amounts payable under or in connection with the Notes, and any and all indebtedness evidenced thereby, in accordance with the terms and conditions thereof, and (b) agree(s) to pay any and all expenses (including counsel fees and other charges) incurred by any Lender in enforcing its rights under this Guaranty. This is a guaranty of payment, not of collection. This Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment on any Note is rescinded or must otherwise be returned by the Lenders upon the insolvency, bankruptcy or reorganization of Parent or any subsidiary of Parent or otherwise, all as though such payment had not been made.

The liability of the undersigned under this Guaranty shall be irrevocable, absolute and unconditional irrespective of: (i) any lack of validity or enforceability of any Note or any other agreement or instrument relating thereto; (ii) any change in the time, manner or place of payment of, or in any other term of, any Note, or any other amendment or waiver of, or any consent to departure from, any Note; (iii) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guaranty of any Note; or (iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Parent (or any of them under the Note) or a guarantor.

The undersigned hereby waive(s) (i) promptness and diligence; (ii) notice of acceptance and notice of the incurrence of any obligation by the Parent; (iii) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of any Note or of the obligations of the undersigned hereunder, the omission of or delay in which, but for the provisions of this paragraph, might constitute grounds for relieving the undersigned of any of the obligations hereunder; and (iv) any requirement that any Lender protect, secure, perfect or insure any security interest or lien or any property subject thereto or exhaust any right or take any action against Parent, any subsidiary of Parent or any other Person. In addition, the undersigned hereby waive(s) any claim, right or remedy against the Parent arising from the performance by the undersigned hereunder, including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution or indemnification against the Parent, whether arising in equity, under contract, by statute, under common law or otherwise.

As security for the performance of the obligations under this Guaranty, the undersigned grant(s) to the Aston Capital, as collateral agent for the Lenders, a lien of, and a security interest in, any and all property of the undersigned that may from time to time be delivered or transferred to, or deposited in or credited to an account with, the Lenders.

THIS GUARANTY IS SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT BY ROBERT V. LAPENTA AND ASTON CAPITAL, LLC IN FAVOR OF BANK OF AMERICA, N.A., DATED NOVEMBER 21, 2018

Without limiting the right of the Lenders to bring any action or proceeding against the undersigned or against property of the undersigned arising out of or relating to the Notes, this Guaranty or any indebtedness evidenced thereby, respectively (an "Action"), in the courts of other jurisdictions, the undersigned hereby (i) irrevocably submits to the nonexclusive jurisdiction of any New York State or Federal court sitting in New York City in any Action, (ii) waives any defense based on doctrines of venue or forum non conveniens, or similar rules or doctrines, and (iii) irrevocably agrees that all claims in respect of such an Action may be heard and determined in such New York State or Federal court. The undersigned and the Lenders (by their acceptance hereof) mutually waive any right to trial by jury in any Action.

Dated: November 21, 2018

Guarantors:

LIGHTING INTEGRATION TECHNOLOGIES, LLC

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

TRI-STATE LED DE, LLC

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

VALUE LIGHTING, LLC

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

ALL AROUND LIGHTING, L.L.C.

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

ENERGY SOURCE, LLC

By: /s/ James DePalma
Name: James DePalma
Title: Secretary & Treasurer

REVOLUTION LIGHTING – E-LIGHTING, INC.

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

SEESMART, LLC

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

TNT ENERGY, LLC

By: /s/ James DePalma
Name: James DePalma
Title: Sole Manager

VALUE LIGHTING OF HOUSTON, LLC

By: /s/ James DePalma
Name: James DePalma
Title: President of the Sole Manager

BREAK ONE NINE, INC.

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

REVOLUTION LIGHTING TECHNOLOGIES – ENERGY SOURCE, INC.

By: /s/ James DePalma
Name: James DePalma
Title: Secretary & Treasurer

REVOLUTION LIGHTING TECHNOLOGIES – TNT ENERGY, LLC

By: /s/ James DePalma
Name: James DePalma
Title: Sole Manager

EXHIBIT 99.5
EXECUTION VERSION

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement"), dated as of November 21, 2018, is made by (i) ROBERT V. LAPENTA a/k/a ROBERT LAPENTA, SR., an individual with a business address at 177 Broad Street, 12th Floor, Stamford, Connecticut 06901, solely in his capacity as a subordinated creditor hereunder (in such capacity, the "Individual Subordinated Creditor"), and (ii) ASTON CAPITAL, LLC, a Delaware limited liability company, solely in its capacity as a subordinated creditor hereunder (in such capacity, the "Company Subordinated Creditor", and together with the Individual Subordinated Creditor, each a "Subordinated Creditor" and collectively the "Subordinated Creditors"), for the benefit of BANK OF AMERICA, N.A. (with its participants, successors and assigns, the "Lender").

WHEREAS, Revolution Lighting Technologies, Inc., a Delaware corporation (the "Company") and its Subsidiaries which are party to this Agreement (each such Subsidiary, together with the Company, each, a "Loan Party" and collectively, the "Loan Parties"), are now or hereafter may be indebted to the Lender on account of loans or the other extensions of credit or financial accommodations from the Lender to the Loan Parties, or to any other Person under the guaranty or endorsement of the Loan Parties.

WHEREAS, the Subordinated Creditors have made or may make loans or grant other financial accommodations to the Loan Parties.

WHEREAS, as a condition to continue making any loans or extensions of credit to the Loan Parties, the Lender has required that the Subordinated Creditors subordinate (i) the payment of the Subordinated Creditors' loans and other financial accommodations to the payment of any and all indebtedness of the Loan Parties to the Lender, and (ii) the Liens granted by the Loan Parties to the Subordinated Creditors to the Liens granted by the Loan Parties to the Lender, all as set forth in this Agreement. Assisting the Loan Parties in obtaining credit accommodations from the Lender and subordinating its interests pursuant to the terms of this Agreement are in each Subordinated Creditor's best interest.

NOW THEREFORE, in consideration of the loans and other financial accommodations that have been made and may hereafter be made by the Lender for the benefit of the Loan Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Subordinated Creditor hereby agrees as follows:

1. Definitions. As used herein, the following terms have the meanings set forth below; capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement:

"Bankruptcy Law" is defined in Section 6 hereof.

"Company Event of Default" means an Event of Default as defined in any agreement or instrument evidencing, governing, or issued in connection with the Lender Indebtedness, including, but not limited to, the Credit Agreement, or any default under or breach of any such agreement or instrument.

"Collateral" means all assets, whether now owned or hereafter acquired by any Loan Party, in which a Lien is granted or purported to be granted at any time to Lender as security for any Lender Indebtedness or to Subordinated Creditors as security for any Subordinated Indebtedness.

"Credit Agreement" means that certain Loan and Security Agreement, dated as of August 20, 2014, by and among the Loan Parties and the Lender as the same may be amended, supplemented or restated from time to time, including without limitation, most recently pursuant to the Forbearance Agreement.

"Disposition" or "Dispose" means the sale, assignment, transfer, license, lease (as lessor), exchange, or other disposition (including any sale and leaseback transaction) of any property by any person (or the granting of any option or other right to do any of the foregoing).

"Enforcement Action" means:

(a) the taking of any action to enforce any Lien in respect of the Collateral, including the institution of any foreclosure proceedings or, the noticing of any public or private sale or other disposition pursuant to Article 9 of the UCC or other applicable law, or the taking of any action in an attempt to vacate or obtain relief from a stay or other injunction restricting any other action described in this definition,

(b) the exercise of any right or remedy provided to a secured creditor under the Lender Loan Documents or the Subordinated Loan Documents (including, in either case, any delivery of any notice to seek to obtain payment directly from any account debtor of any Loan Party or any depositary bank, securities intermediary, or other person obligated on any Collateral of any Loan Party, the taking of any action or the exercise of any right or remedy in respect of the Collateral, or the exercise of any right of setoff or recoupment with respect to obligations owed to any Loan Party), under applicable law, at equity, in a Proceeding or otherwise, including the acceptance of Collateral in full or partial satisfaction of an obligation,

(c) the Disposition of all or any portion of the Collateral, by private or public sale or any other means,

(d) the solicitation of bids from third parties to conduct the Disposition of all or a material portion of the Collateral to the extent undertaken and being diligently pursued in good faith to consummate the Disposition of such Collateral within a commercially reasonable time,

(e) the engagement or retention of sales brokers, marketing agents, investment bankers, accountants, appraisers, auctioneers, or other third parties for the purpose of valuing, marketing, or Disposing of all or a material portion of the Collateral to the extent undertaken and being diligently pursued in good faith to consummate the Disposition of such Collateral within a commercially reasonable time, and

(f) the exercise of any other enforcement right relating to the Collateral (including the exercise of any voting rights relating to any Equity Interests composing a portion of the Collateral) whether under the Lender Loan Documents, the Subordinated Loan Documents, under applicable law of any jurisdiction, in equity, in a Proceeding, or otherwise (including the commencement of applicable legal proceedings or other actions with respect to all or any material portion of the Collateral to facilitate the actions described in the preceding clauses).

"Forbearance Agreement" means that certain Forbearance Agreement and Fourteenth Amendment to Loan and Security Agreement, dated as of November 21, 2018., by and among the Loan Parties and the Lender.

"Lender Indebtedness" is used herein in its most comprehensive sense and means any and all advances, debts, obligations and liabilities of any Loan Party to the Lender, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement at any time entered into by any Loan Party with the Lender, and whether the Loan Parties may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

"Lender Loan Documents" means the "Loan Documents" as defined in the Credit Agreement.

"Lien" means any security interest, mortgage, deed of trust, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device, including the interest of each lessor under any capitalized lease and the interest of any bondsman under any payment or performance bond, in, of or on any assets or properties of a Person, whether now owned or hereafter acquired and whether arising by agreement or operation of law.

"Proceeding" is defined in Section 8 hereof.

"Subordinated Guaranty" means that certain Guaranty, dated as of November 21, 2018, by the Loan Parties (other than the Company) in favor of the Subordinated Creditors, pursuant to which such Loan Parties have guaranteed the Company's obligation to pay the Notes (as defined therein), as the same may be amended, supplemented or restated from time to time.

"Subordinated Indebtedness" means all obligations arising under the Subordinated Loan Documents.

"Subordinated Loan Documents" means all obligations arising under the Subordinated Guaranty, Subordinated Note, and Subordinated Security Agreement, including all other documents and agreements referenced therein and/or related thereto, as each may be amended, restated, modified or otherwise changed from time to time.

"Subordinated Note" means each of, and collectively, (i) the Company's Consolidated Promissory Note, dated as of November 21, 2018 (as amended, restated, modified or otherwise changed from time to time), in the original principal amount of $38,407,968.88, executed and delivered by the Company in favor of the Subordinated Creditors, and (ii) any Additional LaPenta Note, as defined in the Forbearance Agreement (but for avoidance of doubt, such notes shall not exceed in the aggregate principal amount $5,000,000).

"Subordinated Security Agreement" means that certain Security Agreement, dated as of November 21, 2018, by and among the Subordinated Creditors and the Loan Parties, as the same may be amended, supplemented or restated from time to time.

2. Lien Subordination.

(a) Each Subordinated Creditor hereby acknowledges each Loan Party's grant of first priority Liens in the Collateral to Lender as security for the Lender Indebtedness and agrees that the existence of any such Liens shall not constitute an event of default under the Subordinated Loan Documents.

(b) Subject to the terms and conditions hereof, Lender hereby consents to each Loan Party's grant of Liens in the Collateral to Subordinated Creditors as security for the Subordinated Indebtedness and agrees that the existence of any such Liens (other than any Lien that may hereafter arise from any judgment obtained against any Loan Party) shall not constitute a Company Event of Default.

(c) Notwithstanding the date, time, method, manner, or order of grant, attachment, or perfection of any Liens in the Collateral securing the Subordinated Indebtedness or of any Liens in the Collateral securing the Lender Indebtedness (including, in each case, notwithstanding whether any such Lien is granted (or secures Debt relating to the period) before or after the commencement of any Proceeding) and notwithstanding any contrary provision of the UCC or any other applicable law or the Subordinated Loan Documents or any defect or deficiencies in, or failure to attach or perfect, the Liens securing the Lender Indebtedness, or any other circumstance whatsoever, Lender and Subordinated Creditors hereby agree that:

(i) any Lien with respect to the Collateral securing any Lender Indebtedness, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, Lender or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise, shall be senior in all respects and prior to any Lien with respect to the Collateral securing any Subordinated Indebtedness; and

(ii) any Lien with respect to the Collateral securing any Subordinated Indebtedness, whether such Lien is now or hereafter held by or on behalf of, or created for the benefit of, Subordinated Creditors or any agent or trustee therefor, regardless of how or when acquired, whether by grant, possession, statute, operation of law, subrogation, or otherwise, shall be junior and subordinate in all respects to all Liens with respect to the Collateral securing any Lender Indebtedness.

All Liens with respect to the Collateral securing any Lender Indebtedness shall be and remain senior in all respects and prior to all Liens with respect to the Collateral securing any Subordinated Indebtedness, for all purposes, whether or not such Liens securing any Lender Indebtedness are subordinated to any Lien securing any other obligation of the Loan Parties or any other Person (but only to the extent that such subordination is permitted pursuant to the terms of the Credit Agreement and the Subordinated Loan Documents, or as contemplated in Section 8.2).

(d) If for any reason any Lien granted or conveyed by any Loan Party to Lender is set aside or otherwise declared ineffective, in whole or in part, by any court of competent jurisdiction, and if as a consequence thereof any Subordinated Creditor becomes entitled to receive any proceeds from any of the Collateral or on account of such Subordinated Creditor's Lien in any of the Collateral, then any such payments or proceeds received by such Subordinated Creditor shall be used by it to purchase a junior participation in the Lender Indebtedness pursuant to a junior participation agreement in form and content satisfactory to Lender but in all events providing that Lender's retained interest in the Lender Indebtedness (including both principal and interest) and all costs and expenses incurred by Lender (including attorneys' fees) in attempting to collect the Lender Indebtedness or to realize upon any of the Collateral shall be paid in full before such Subordinated Creditor shall be entitled to any payment on account of its junior participation and such Subordinated Creditor's junior participation will be without recourse of any kind to Lender except for Lender's gross negligence or willful misconduct after the date of such Subordinated Creditor's purchase of such junior participation.

(e) Each of the Subordinated Creditors and Lender agrees that it will not (and hereby waives any right to), directly or indirectly, contest, or support any other Person in contesting, in any proceeding (including any Proceeding), the extent, validity, attachment, perfection, priority, or enforceability of a Lien held (i) by or on behalf of the Lender in the Collateral (or the extent, validity, allowability, or enforceability of any Lender Indebtedness secured thereby or purported to be secured thereby) or (ii) by or on behalf of any of the Subordinated Creditors in the Collateral (or the extent, validity, allowability, or enforceability of any Subordinated Indebtedness secured thereby or purported to be secured thereby), as the case may be, or the provisions of this Agreement; provided, that nothing in this Agreement shall be construed to prevent or impair the rights of Lender and Subordinated Creditors to enforce the terms of this Agreement, including the provisions of this Agreement relating to the priority of the Liens securing the Lender Indebtedness and the Subordinated Indebtedness as provided in this Section 2.

(f) If, at any time, Lender shall subordinate, in whole or in part, its Lien upon any of the Collateral to or in favor of any other Person, the priority of Lender's Lien in the Collateral vis-a-vis Subordinated Creditors shall not be affected thereby, and Lender's Lien shall continue to be superior to each Subordinated Creditor's Lien in the Collateral.

3. Payment Subordination. The payment of all of the Subordinated Indebtedness is hereby expressly subordinated to the extent and in the manner hereinafter set forth to the payment in full of the Lender Indebtedness; and regardless of any priority which may otherwise be available to the Subordinated Creditors by law or by agreement, the Lender shall hold a first priority Lien in the Collateral, and any Lien claimed therein by the Subordinated Creditors shall be and remain fully subordinate for all purposes to the Lien of the Lender therein for all purposes whatsoever. The Subordinated Indebtedness shall continue to be subordinated to the Lender Indebtedness even if the Lender Indebtedness is deemed unsecured, under-secured, subordinated, avoided or disallowed under the Bankruptcy Code or other applicable law.

4. Payments. Until all of the Lender Indebtedness has been paid in full and the Lender has released its Lien in the Collateral, the Subordinated Creditors shall not, without the Lender's prior written consent, demand, receive or accept any payment (whether of principal, interest or otherwise) from any Loan Party in respect of the Subordinated Indebtedness, or exercise any right of or permit any setoff in respect of the Subordinated Indebtedness, except that the Subordinated Creditors may accept regularly scheduled (i) cash payments (but not prepayments) of interest on the Subordinated Note in an aggregate amount not to exceed $375,000, so long as before and after giving effect to such payment, no Company Event of Default (other than the Subject Defaults as defined in the Forbearance Agreement) shall have occurred and be continuing, and (ii) payments in kind of interest, so-called "PIK interest", at the rate required to be paid under the Subordinated Note, to be added to the outstanding principal balance of the Subordinated Note.

5. Receipt of Prohibited Payments. If any Subordinated Creditor receives any payment on the Subordinated Indebtedness that such Subordinated Creditor is not entitled to receive under the provisions of this Agreement, such Subordinated Creditor will hold the amount so received in trust for the Lender and will forthwith turn over such payment to the Lender in the form received (except for the endorsement of such Subordinated Creditor where necessary) for application to then-existing the Lender Indebtedness (whether or not due), in such manner of application as the Lender may deem appropriate.

6. Action on Subordinated Indebtedness. The Subordinated Creditors will not commence any action or proceeding against any Loan Party or the Collateral to recover all or any part of the Subordinated Indebtedness, or join with any creditor (unless the Lender shall so join) in bringing any proceeding against the any Loan Party under any bankruptcy, reorganization, readjustment of debt, arrangement of debt receivership, liquidation or insolvency law or statute of the federal or any state government (collectively, "Bankruptcy Law"), or take possession of, sell, or dispose of any Collateral, or exercise or enforce any right or remedy available to the Subordinated Creditors with respect to any such Collateral, unless and until the Lender Indebtedness has been paid in full and the Lender has released its Lien in the Collateral.

7. Action Concerning Collateral.

(a) Until the Lender Indebtedness has been paid in full, and the Lender has released its Lien in the Collateral, whether or not any Proceeding has been commenced by or against any Loan Party, Subordinated Creditors will not:

(i) exercise or seek to exercise any rights or remedies with respect to any Collateral (including taking any Enforcement Action with respect to any Collateral);

(ii) commence or join with any person (other than Lender) in commencing, or filing a petition for, any Proceeding against any Loan Party;

(iii) contest, protest, or object to any Enforcement Action by Lender; and

(iv) object to (and waive any and all claims with respect to) the forbearance by Lender from taking any Enforcement Action.

(b) Until the Lender Indebtedness has been paid in full, and the Lender has released its Lien in the Collateral, whether or not a Proceeding has been commenced by or against any Loan Party, the Lender shall have the exclusive right to take Enforcement Actions with respect to the Collateral without any consultation with or the consent of any Subordinated Creditor. In connection with any Enforcement Action, the Lender may enforce the provisions of the Lender Loan Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of its sole discretion. Such exercise and enforcement shall include the rights of an agent appointed by them to Dispose of Collateral, to incur expenses in connection with such Disposition, and to exercise all the rights and remedies of a secured creditor under applicable law.

(c) The Lender shall have no duty to preserve, protect, care for, insure, take possession of, collect, dispose of, or otherwise realize upon any of the Collateral, and in no event shall the Lender be deemed either Subordinated Creditor's agent with respect to the Collateral. All proceeds received by the Lender with respect to any Collateral may be applied, first, to pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees) incurred by the Lender in connection with the collection of such proceeds, and, second, to any the Lender Indebtedness secured by the Lender's Lien in that Collateral in any order that it may choose. Each Subordinated Creditor hereby agrees that, until the payment in full of the Lender Indebtedness, and Lender has released its Lien in the Collateral, Lender may dispose of, and exercise any other rights with respect to, any or all of the Collateral, free of the Liens of Subordinated Creditors; provided that each Subordinated Creditor retains any rights and Liens it may have as a junior secured creditor with respect to the Subordinated Indebtedness with respect to the surplus, if any, arising from any such disposition or enforcement.

(d) Upon any disposition of any of the Collateral by Lender, each Subordinated Creditor (i) agrees, if requested, to execute and promptly (and in any event within three business days of any request) deliver any and all releases or other documents or agreements which Lender deems reasonably necessary to accomplish a disposition thereof free of the Liens of such Subordinated Creditor, and (ii) authorizes Lender to record, or cause to have recorded, any UCC financing statements which Lender deems reasonably necessary to accomplish a disposition thereof free of the Liens of such Subordinated Creditor. Each Subordinated Creditor agrees that any funds of Company which it obtains through the exercise of any right of setoff or other similar right constitute Collateral, and Subordinated Creditor shall immediately pay such funds to Lender to be applied to the outstanding Lender Indebtedness.

(e) Each Subordinated Creditor shall: (i) upon the request of the Lender in connection with a sale by any Loan Party (including any Loan Party, as a debtor-in-possession) of all or any portion of the Collateral and/or in connection with the repayment of the Lender Indebtedness through any of the refinance of the Lender Indebtedness, including, without limitation, the proceeds of debtor-in-possession financing, or from the proceeds of a sale of the assets of any Loan Party, any transaction contemplated by Section 8 hereof, or otherwise (each, a "Transaction"), and concurrent with the closing of a Transaction, release or otherwise terminate its Liens on such Collateral (if any); provided however that in the event of a refinancing of the Lender Indebtedness whereby the Subordinated Indebtedness is not repaid in full, Subordinated Creditors shall execute a subordination agreement on terms and conditions similar to this Agreement (the "Replacement Subordination Agreement"); (ii) promptly deliver such terminations of financing statements, partial lien releases, mortgage satisfactions and discharges, endorsements, assignments or other instruments of transfer, termination or release (collectively, "Release Documents"), or in the event of a refinancing of the Lender Indebtedness whereby the Subordinated Indebtedness is not repaid in full, Subordinated Creditors shall execute the Replacement Subordination Agreement, and take such further actions as the Lender shall reasonably require in order to release and/or terminate and/or subordinate Subordinated Creditors' Liens on the Collateral (if any) subject to such Transaction; and (iii) regardless of whether the Subordinated Creditors have delivered the releases or Replacement Subordination Agreement contemplated by clauses (i) and (ii), and regardless of whether or not there are any proceeds available to Subordinated Creditors after giving effect to the repayment of all or any portion of the Lender Indebtedness to repay the Subordinated Indebtedness, each Subordinated Creditor shall be deemed to have consented under the Subordinated Note and other Subordinated Loan Documents to such Transaction free and clear of each such Subordinated Creditor's Lien and to have waived the provisions of the Subordinated Note and other Subordinated Loan Documents to the extent necessary to permit such Transaction, and each Subordinated Creditor hereby irrevocably authorizes and empowers Lender, at Lender's option and in Lender's sole discretion, as attorney in fact for such Subordinated Creditor to execute such releases if not provided by the Subordinated Creditor.

(f) In the event of any loss or damage to the Collateral, Lender may make proof of loss and adjust and compromise any insurance claim using its reasonable commercial judgment, to the extent permitted to do so pursuant to the terms and conditions of the Credit Agreement, and apply any proceeds from any insurance claim to reduce the Lender Indebtedness. Each Subordinated Creditor hereby irrevocably authorizes and empowers Lender, at Lender's option and in Lender's sole discretion, as attorney-in-fact for such Subordinated Creditor, to make proof of such loss, to adjust and compromise any claim under insurance policies using its reasonable commercial judgment, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds.

(g) Anything to the contrary in this Section 7 notwithstanding, any Subordinated Creditor may:

(i) if a Proceeding has been commenced by or against any Loan Party, file a claim or statement of interest with respect to the Subordinated Indebtedness;

(ii) take any action (not adverse to the priority status of the Liens on the Collateral securing the Lender Indebtedness, or the rights of Lender to undertake Enforcement Actions) in order to create or perfect its Lien in and to the Collateral;

(iii) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding, or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims of the Subordinated Creditors, including any claims secured by the Collateral, if any;

(iv) vote on any plan of reorganization and make any filings and motions that are, in each case, not in contravention of the provisions of this Agreement, with respect to the Subordinated Indebtedness and the Collateral; and

(v) join (but not exercise any control with respect to) any judicial foreclosure proceeding or other judicial lien enforcement proceeding with respect to the Collateral initiated by Lender to the extent that any such action could not reasonably be expected, in any material respect, to restrain, hinder, limit, delay for any material period or otherwise interfere with an Enforcement Action by Lender (it being understood that no Subordinated Creditor shall be entitled to receive any proceeds thereof unless otherwise expressly permitted herein).

(h) No Subordinated Creditor shall be permitted to retain any proceeds of Collateral in connection with any Enforcement Action unless and until the Lender's Indebtedness has been paid in full and the Lender has released its Lien in the Collateral, and any such proceeds received or retained in any other circumstance will be subject to Section 7(c).

(i) Subject to any specific provision of this Agreement to the contrary, each Subordinated Creditor hereby:

(i) agrees that the Subordinated Creditors will not take any action that would restrain, hinder, limit, delay, or otherwise interfere with any Enforcement Action by Lender, or that is otherwise not prohibited hereunder, including any Disposition of the Collateral, whether by foreclosure or otherwise;

(ii) subject to subsection (k) hereof, waives any and all rights it or the Subordinated Creditors may have as a junior lien creditor or otherwise to object to the manner in which Lender seeks to enforce or collect the Lender Indebtedness or the Liens securing the Lender Indebtedness granted in any of the Collateral, regardless of whether any action or failure to act by or on behalf of Lender is adverse to the interest of the Subordinated Creditors;

(iii) waives any and all rights it may have to oppose, object to, or seek to restrict the Lender from exercising their rights to set off or credit bid their debt; and

(iv) acknowledges and agrees that no covenant, agreement or restriction contained in the Subordinated Loan Documents (other than this Agreement) shall be deemed to restrict in any way the rights and remedies of Lender with respect to the Collateral as set forth in this Agreement and the Lender Loan Documents.

(j) Except as set forth in Sections 7(g) and 8, Subordinated Creditors may exercise rights and remedies as unsecured creditors generally against any Loan Party in accordance with the terms of the Subordinated Loan Documents and applicable law so long as doing so is not, directly or indirectly, inconsistent with the terms of this Agreement; provided, that in the event that any Subordinated Creditor becomes a judgment Lien creditor in respect of Collateral as a result of its enforcement of its rights as an unsecured creditor with respect to the Subordinated Indebtedness, such judgment Lien shall be subject to the terms of this Agreement for all purposes as the other Liens securing the Subordinated Indebtedness.

(k) Lender agrees that any Enforcement Action by Lender with respect to Collateral subject to Article 9 of the UCC shall be conducted by Lender in a commercially reasonable manner. Lender shall provide reasonable prior notice to Subordinated Creditors of its initial material Enforcement Action.

8. Bankruptcy and Insolvency. In the event of any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or arrangement with creditors, whether or not pursuant to Bankruptcy Law, the sale of all or substantially all of the assets of any Loan Party, dissolution, liquidation or any other marshalling of the assets or liabilities of any Loan Party (each, a "Proceeding"), the Subordinated Creditors will file all claims, proofs of claim or other instruments of similar character necessary to enforce the obligations of the Loan Parties in respect of the Subordinated Indebtedness and will hold in trust for the Lender and promptly pay over to the Lender in the form received (except for the endorsement of the applicable Subordinated Creditor where necessary) for application to the then-existing the Lender Indebtedness, any and all moneys, dividends or other assets received in any such proceedings on account of the Subordinated Indebtedness, unless and until the Lender Indebtedness has been paid in full and the Lender's Lien in the Collateral has been terminated. If any Subordinated Creditor shall fail to take any such action, the Lender, as attorney-in-fact for such Subordinated Creditor, may take such action on the Subordinated Creditor's behalf. Each Subordinated Creditor hereby irrevocably appoints the Lender, or any of its officers or employees on behalf of the Lender, as the attorney-in-fact for such Subordinated Creditor (which appointment is coupled with an interest) with the power but not the duty to demand, sue for, collect and receive any and all such moneys, dividends or other assets and give acquittance therefor and to file any claim, proof of claim or other instrument of similar character, to vote claims comprising its Subordinated Indebtedness to accept or reject any plan of partial or complete liquidation, reorganization, arrangement, composition or extension and to take such other action in the Lender's own name or in the name of such Subordinated Creditor as the Lender may deem necessary or advisable for the enforcement of the agreements contained herein; and such Subordinated Creditor will execute and deliver to the Lender such other and further powers-of-attorney or instruments as the Lender may request in order to accomplish the foregoing.

Each Subordinated Creditor expressly agrees that the Lender will have the unfettered right in accordance with this Agreement and applicable law to commence any Proceeding and/or to release any Lien of the Lender on any or all Collateral at any time and from time to time and that the Lender shall be entitled to receive and apply upon the Lender Indebtedness any and all proceeds that it may receive in consideration of any such release.

Until the payment in full of the Lender Indebtedness has occurred, each Subordinated Creditor agrees that, in the event of any Proceeding, it:

(a) will not oppose or object to the use of any cash collateral under Section 363 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law, unless consented to by the Lender or the Lender shall oppose or object to such use of cash collateral;

(b) will not oppose or object to any post-petition financing, whether provided by the Lender or by any other Person(s), to the extent consented to by the Lender, under Section 364 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law (a "DIP Financing"), which DIP Financing shall constitute Lender Indebtedness hereunder;

(c) will not oppose or object to any sale or other disposition of any Collateral free and clear of claims under Section 363 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law, if the Lender shall consent to such sale or disposition, and each Subordinated Creditor further agrees to waive any rights it may have as a secured creditor pursuant to Section 363(f)(2) of the Bankruptcy Code in connection with any such sale or disposition;

(d) will not contest, or support any other person in contesting, any request by the Lender for adequate protection;

(e) will not seek or request relief from or modification of the automatic stay or any other stay in any Proceeding, or oppose (or support any other Person opposing) any claim by the Lender for any such relief or modification; or

(f) will not oppose or seek to challenge (or support any other Person opposing or challenging) any claim by the Lender for allowance in any Proceeding of Lender Indebtedness consisting of post-petition interest, fees or expenses as provided in the Credit Agreement.

In the event of a sale or other disposition by any Loan Party of some or all of the Collateral in connection with a Proceeding and/or the liquidation or winding up of its business, each Subordinated Creditor agrees to release its Lien on such Collateral, promptly (and in any event within three business days) upon the request of Lender, whether or not such Subordinated Creditor will receive any proceeds from such sale, provided that such Subordinated Creditor retains any rights and Liens it may have as a junior secured creditor with respect to the Subordinated Indebtedness with respect to the surplus, if any, arising from any such sale or disposition. Should any Subordinated Creditor fail to provide a release of its Lien in any such Collateral sold in accordance with the provisions of the preceding sentence within three business days after its receipt of Lender's written request, Lender may, acting as Subordinated Creditor's attorney-in-fact, do so itself in Subordinated Creditor's name. Such power of attorney is coupled with an interest and is irrevocable until the payment in full of the Lender Indebtedness shall have occurred.

If Lender is required in any Proceeding or otherwise to turn over or otherwise pay to the estate of Borrowers any amount paid in respect of Lender Indebtedness (each a "Recovery"), then Lender shall be entitled to a reinstatement of the Lender Indebtedness with respect to all such recovered amounts. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement.

9. Restrictive Legend; Transfer of Subordinated Indebtedness. Each Subordinated Creditor will cause its Subordinated Note to contain a specific statement thereon to the effect that the indebtedness thereby evidenced is subject to the provisions of this Agreement, and such Subordinated Creditor will mark its books conspicuously to evidence the subordination effected hereby. Attached hereto is a true and correct copy of each Subordinated Note bearing such legend. Each Subordinated Creditor is the lawful holder of its Subordinated Note and has not transferred any interest therein to any other person or entity. Without the prior written consent of the Lender, no Subordinated Creditor will assign, transfer or pledge to any other person any of such Subordinated Indebtedness or agree to a discharge or forgiveness of the same.

10. Continuing Effect. This Agreement shall constitute a continuing agreement of subordination. The Lender may, without notice to or consent by the Subordinated Creditors, amend or modify any term of the Lender Indebtedness, and each Subordinated Creditor expressly acknowledges and agrees that it may not amend or modify any term of the Subordinated Indebtedness or the Subordinated Note without obtaining the prior written consent of the Lender. Without limiting the generality of the foregoing, the Lender may, at any time and from time to time, without the consent of or notice to the Subordinated Creditors and without incurring responsibility to the Subordinated Creditors or impairing or releasing any of the Lender's rights or any of the Subordinated Creditors' obligations hereunder:

(a) change the interest rate or change the amount of payment or extend the time for payment or renew or otherwise alter the terms of any the Lender Indebtedness or any instrument evidencing the same in any manner;

(b) sell, exchange, release or otherwise deal with the Collateral or any other property at any time securing payment of the Lender Indebtedness or any part thereof;

(c) release anyone liable in any manner for the payment or collection of the Lender Indebtedness or any part thereof;

(d) exercise or refrain from exercising any right against any Loan Party or any other person (including the Subordinated Creditors); and

(e) apply any sums received by the Lender, by whomsoever paid and however realized, to the Lender Indebtedness in such manner as the Lender shall deem appropriate.

11. No Commitment; No Marshalling. None of the provisions of this Agreement shall be deemed or construed to constitute or imply any commitment or obligation on the part of the Lender to make any future loans or other extensions of credit or financial accommodations to any Loan Party.

Each Subordinated Creditor hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the Lender's remedies permitted by applicable law or agreement.

12. Notice. All notices and other communications hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by registered mail, postage prepaid, or (iii) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth below:

If to the Lender:

Bank of America, N.A.
CityPlace 1
185 Asylum Street, 35th Floor
Hartford, CT 06103
Mail Code CT2-500-35-02
Attention: Cynthia Stannard, SVP
Telephone: 860-952-6827
Facsimile: 860-952-6830
E-mail: cynthia.stannard@baml.com

If to the Subordinated Creditors:

Robert LaPenta
c/o Aston Capital, LLC
177 Broad Street
Stamford, CT 06901
Telephone: (203) 504-1110
Facsimile: (203) 504-1150
E-mail: rlapenta@astoncap.com

Aston Capital, LLC
177 Broad Street
Stamford, CT 06901
Attention: James DePalma

Telephone: (203) 504-1150
Facsimile: (203) 504-1104
E-mail: jdepalma@astoncap.com

with a copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Kirby Chin
Telephone: 212 756-2000
Telecopier: 212 593-5955
Email: kirby.chin@srz.com

or at such other address as may hereafter be designated in writing by that party. All such notices or other communications shall be deemed to have been given on (i) the date received if delivered personally, (ii) the date of posting if delivered by mail, or (iii) the date of transmission if delivered by telecopy.

13. Conflict in Agreements. If the subordination provisions of any instrument evidencing Subordinated Indebtedness conflict with the terms of this Agreement, the terms of this Agreement shall govern the relationship between the Lender and the Subordinated Creditors.

14. No Waiver. No waiver shall be deemed to be made by the Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of the Lender, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of the Lender or the obligations of the Subordinated Creditors to the Lender in any other respect at any time.

15. Binding Effect; Acceptance. This Agreement shall be binding upon the Subordinated Creditors and, as applicable, the Subordinated Creditors' heirs, legal representatives, successors and assigns and shall inure to the benefit of the Lender and its participants, successors and assigns irrespective of whether this or any similar agreement is executed by any other creditor of any Loan Party. Notice of acceptance by the Lender of this Agreement or of reliance by the Lender upon this Agreement is hereby waived by the Subordinated Creditors. Notwithstanding anything contained in this Agreement or any other document, the parties agree that the obligations of, and the terms and conditions applicable to, each Subordinated Creditor pursuant to this Agreement are binding upon such Person solely in such Person's capacity as a holder of the Subordinated Indebtedness and not in any other capacity, including as an officer, director, shareholder, employee, agent or other representative of any Loan Party or any of its Subsidiaries.

16. Miscellaneous. The paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

17. Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of New York. Each party consents to the personal jurisdiction of the state and federal courts located in the State of New York in connection with any controversy related to this Agreement, waives any argument that venue in any such forum is not convenient, and agrees that any litigation initiated by any of them in connection with this Agreement may be venued in either the state or federal courts located in New York County, New York. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Subordinated Creditors have executed this Agreement as of the date and year first above-written.

ROBERT V. LAPENTA a/k/a
ROBERT LAPENTA, SR., an individual

/s/ Robert LaPenta Sr.

ASTON CAPITAL, LLC

By: /s/ Robert V. LaPenta
Name: Robert V. Lapenta, Aston Capital
Title: Chairman, CEO and Founder

Acknowledgment by the Loan Parties

The undersigned, being the Loan Parties referred to in the foregoing Agreement, hereby (i) acknowledge receipt of a copy thereof, (ii) agree to all of the terms and provisions thereof, (iii) agree to and with the Lender that it shall make no payment on the Subordinated Indebtedness that the Subordinated Creditors would not be entitled to receive under the provisions of the Agreement, (iv) agree that any such payment will constitute a default under the Lender Indebtedness, and (v) agree to mark its books conspicuously to evidence the subordination of the Subordinated Indebtedness effected hereby.

REVOLUTION LIGHTING TECHNOLOGIES, INC.

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

LIGHTING INTEGRATION TECHNOLOGIES, LLC

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

TRI-STATE LED DE, LLC

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

[Signatures Continue on Next Page]

VALUE LIGHTING, LLC

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

ALL AROUND LIGHTING, L.L.C.

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

ENERGY SOURCE, LLC

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

REVOLUTION LIGHTING – E-LIGHTING, INC.

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

SEESMART, LLC

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

TNT ENERGY, LLC

By: /s/ James DePalma
Name: James DePalma
Title: Sole Manager

[Signatures Continue on Next Page]

VALUE LIGHTING OF HOUSTON, LLC

By: /s/ James DePalma
Name: James DePalma
Title: President of the Sole Manager

BREAK ONE NINE, INC.

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

REVOLUTION LIGHTING TECHNOLOGIES – ENERGY SOURCE, INC.

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

REVOLUTION LIGHTING TECHNOLOGIES – TNT ENERGY, LLC

By: /s/ James DePalma
Name: James DePalma
Title: Sole Manager

EXHIBIT A

attach copy of each Subordinated Note with following legend

"THIS INSTRUMENT IS SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT IN FAVOR OF BANK OF AMERICA, N.A., DATED NOVEMBER 21, 2018."

EXHIBIT 99.6
EXECUTION VERSION

THIRTEENTH AMENDMENT TO
LOAN AND SECURITY AGREEMENT

THIS THIRTEENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT, (this "Thirteenth Amendment") is made as of this 31st day of July, 2018 by and among REVOLUTION LIGHTING TECHNOLOGIES, INC., a Delaware corporation ("RLT"), LIGHTING INTEGRATION TECHNOLOGIES, LLC, a Delaware limited liability company ("LIT"), RELUME TECHNOLOGIES, LLC, a Delaware limited liability company ("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, LLC, a Delaware limited liability company ("Seesmart"), and TNT ENERGY, LLC, a Massachusetts limited liability company ("TNT Energy", and together with RLT, LIT, 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").

W I T N E S S E T H:

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 have requested that the Lender modify and amend certain terms and conditions of the Loan Agreement.

WHEREAS, the Lender is willing to so modify and amend certain terms and conditions of the Loan 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 amended by adding the following sentence at the end thereof:

"Until such time that the Lender confirms in writing to the Obligors that the Additional Advance has been indefeasibly paid in full, the Applicable Margin as calculated hereunder shall be increased by an additional 1%."

(b) The definition of "Aston Note" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:

"Aston Note: means that certain Amended and Restated Promissory Note, dated as of June 30, 2018, in the original principal amount of $17,219,713.88 executed and delivered by RLT, as maker, in favor of Aston, as payee."

(c) Subsection (b)(iv) of 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:

"(b)(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) $12,500,000; *plus*".

(d) The definition of "Pledged Cash Collateral" as contained in Section 1.1 of the Loan Agreement (**Definitions**) is hereby deleted in its entirety and the following substituted in its stead:

"Pledged Cash Collateral: means all of Pledgor's right, title and interest in and to the cash and other assets more particularly described in the Cash Collateral Pledge Agreement and which shall be under the sole dominion and control of the Lender. As of the Thirteenth Amendment Effective Date, the aggregate amount of Pledged Cash Collateral is $12,000,000."

(e) 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:

"Additional Advance: as defined in Section 2.1.5."

"Financial Consultant: as defined in the Thirteenth Amendment."

"Thirteenth Amendment: means that certain Thirteenth Amendment to Loan and Security Agreement, dated as of July 31, 2018, by and among the Obligors and the Lender."

"Thirteenth Amendment Effective Date: means July 31, 2018."

(f) The following shall be added as the new Section 2.1.5 (**Additional Advance**) of the Loan Agreement:

"2.1.5 Additional Advance. The Obligors acknowledge and agree that, as of July 31, 2018, an additional advance in the amount of $2,100,000 exists (the "Additional Advance"), which Additional Advance is otherwise repayable under Section 2.1.4 of the Loan Agreement. Notwithstanding the foregoing, the Obligors and the Lender agree that the Additional Advance shall be repaid by the Obligors to the Lender on the following dates in the following amounts: (i) September 7, 2018: $500,000; (ii) September 14, 2018: $500,000; (iii) September 21, 2018: $500,000; and (iv) September 28, 2018: $600,000; time being of the essence."

(g) The following shall be added as the new Section 9.1.1(b)(iii) (**Inspections; Appraisals**) of the Loan Agreement:

"(iii) in addition to the terms and conditions set forth in the preceding subclauses (i) and (ii), each Borrower shall additionally reimburse Lender for all its charges, costs and expenses in connection with an inspection, audit and/or examination of the Obligors' books and records, and discussions with the Obligors' officers, employees, agents, advisors and/or independent accountants, to be conducted by the Lender in August 2018 in accordance with the requests and directives of the Lender."

(h) The following shall be added as the new Section 9.1.15 of the Loan Agreement:

"9.1.15. Financial Consultant. The Obligors have advised the Lender that by no later than September 30, 2018, the Obligors shall retain and employ, until March 31, 2019 or such earlier time as agreed to by the prior written consent of the Lender, which consent shall not be unreasonably denied, a financial and management consulting firm that is reasonably satisfactory to the Lender (the "Financial Consultant"), on terms and conditions reasonably satisfactory to the Lender, which Financial Consultant shall perform such tasks as requested by the Obligors in consultation with, and as reasonably satisfactory to, the Lender. In connection with the foregoing, the Obligors hereby:

(i) Authorize the Lender to communicate directly with the Financial Consultant regarding all matters relating to the services to be rendered by Consultant to the Obligors, including, without limitation, to discuss all financial reports, business information, findings and recommendations of the Financial Consultant, and concerning the Obligors' ongoing implementation of any restructuring strategies;

(ii) Authorize and direct the Financial Consultant to communicate directly with the Lender regarding all matters relating to the services to be rendered by Consultant to the Obligors, including, without limitation, to discuss all financial reports, business information, and all findings, and recommendations of the Financial Consultant, and to provide the Lender with copies of all reports and other information prepared or reviewed by the Financial Consultant, and the Obligors covenant and agree that the Lender may rely on any information provided by the Financial Consultant as if provided directly by the Obligors; and

(iii) Agree not to terminate or materially alter the engagement of the Financial Consultant prior to March 31, 2019 without obtaining the prior written consent of the Lender, which consent shall not be unreasonably denied."

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

"(e) Aston Debt, except that the Borrowers may:

(i) make regularly scheduled payments (but not prepayments) of interest on the Aston Debt so long as before and after giving effect to such payment, no Event of Default shall have occurred and be continuing; and

(ii) make regularly scheduled payments of principal, and prepayments of principal and/or interest, on the Aston Debt, so long as the Borrower Agent has certified to Lender within five (5) Business Days prior to the making of any such payments, that the following conditions have been and will, immediately after said payment, continue to be satisfied:

(i) before and immediately after giving effect to such payment, no Event of Default shall have occurred and be continuing;

(ii) 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

(iii) 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."

(j) 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 Wednesday of each week, Borrowers shall deliver to Lender (A) a Borrowing Base Certificate and (B) a statement of cash flows, all 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 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 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. Ratification of Loan Documents. Except as specifically amended by this Thirteenth 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. On the Thirteenth Amendment Effective Date, solely with regard to the terms and conditions specifically amended by this Thirteenth Amendment, the Lender hereby confirms that no Default or Event of Default exists with regard to the subject matter set forth herein.

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

5. 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.

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

(a) This Thirteenth 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.

(b) All action on the part of the Obligors necessary for the valid execution, delivery and performance by the Obligors of this Thirteenth 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 Twenty-Five Thousand Dollars ($25,000) (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) 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 Thirteenth 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.

(e) The Pledgor shall have increased the amount of Pledged Cash Collateral deposited under the Cash Collateral Pledge Agreement by an additional $2,000,000, resulting in an aggregate balance of Pledged Cash Collateral of $12,000,000.

(f) The Lender shall have received a fully-executed copy of that certain Ratification and Fourth Amendment to Pledge and Security Agreement made by the Pledgor in favor of the Lender, in form and substance satisfactory to the Lender.

(g) The Lender shall have received a fully-executed copy of that certain Amended and Restated Subordination Agreement made by Aston in favor of the Lender, in form and substance satisfactory to the Lender.

(h) The Lender shall have received satisfactory written confirmation, in form and substance satisfactory to the Lender, that the Obligors have paid in full that certain Short-Term Advance, dated as of January 31, 2018, made by Aston to RLT, in the principal amount of $200,000, plus all interest accruing thereon.

(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 all costs and expenses of the Lender, including, without limitation, reasonable attorneys' fees, in connection with the preparation, negotiation, execution and delivery of this Thirteenth Amendment, all documents related thereto and/or associated therewith, and the outstanding attorneys' fees due prior to the Thirteenth Amendment Effective Date, in the aggregate amount of $49,572.90.

7. Miscellaneous.

(a) This Thirteenth 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 Thirteenth 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 Thirteenth Amendment by no later than three (3) Business Days after the Thirteenth Amendment Effective Date.

(b) This Thirteenth 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 Thirteenth 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 Thirteenth Amendment.

(d) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS THIRTEENTH 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]

IN WITNESS WHEREOF, the parties have executed this Thirteenth 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]

BORROWERS:

REVOLUTION LIGHTING TECHNOLOGIES, INC.

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

LIGHTING INTEGRATION TECHNOLOGIES, LLC

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

RELUME TECHNOLOGIES, LLC

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

[Signatures Continue on Next Page]

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

SEESMART, LLC

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

TNT ENERGY, LLC

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

[Signatures Continue on Next Page]

GUARANTORS:

VALUE LIGHTING OF HOUSTON, LLC

By: /s/ James A. DePalma
Name: James A. DePalma
Title: President of Sole Manager

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: Sole Manager