
**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 10, 2018

**REVOLUTION LIGHTING TECHNOLOGIES,
INC.**

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-23590
(Commission
File Number)

59-3046866
(IRS Employer
Identification No.)

177 Broad Street,
Stamford, Connecticut
(Address of principal executive offices)

06901
(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 the press release of Revolution Lighting Technologies, Inc. (“Revolution” or the “Company”), issued on October 19, 2018, Robert V. LaPenta, Sr., Revolution’s Chairman and CEO, has funded and has informed the Company that he intends to continue to fund the Company through continued periodic loans to the extent consistent with what he believes to be the best interests of the Company and its stockholders. In October 2018, Mr. LaPenta provided a total of \$9.5 million in funding (the “October Funding”), consisting of the \$2.0 million in funding disclosed in the Company’s press release issued on October 19, 2018 and further advances of \$2.5 million and \$5.0 million made on October 25, 2018 and October 31, 2018, respectively.

On November 10, 2018, the Audit Committee of Revolution’s Board of Directors ratified and approved the terms on which the October Funding was provided. The funding and the approved terms have been memorialized in a promissory note, entered into by Revolution and Mr. LaPenta, dated as of November 12, 2018 (the “Note”).

Subject to specified exceptions, amounts outstanding under the Note bear interest from the date of advance at a rate per annum equal to one-month LIBOR plus 3.75%, calculated on the basis of a 360-day year and the actual number of days elapsed. The principal and interest are payable upon maturity. The Note matures on July 20, 2020. If Mr. LaPenta makes additional short-term advances to the Company that are not repaid within 90 days, the Note may be amended in Revolution’s discretion to include the amount of any such advances.

The Note contains customary events of default, including nonpayment of principal or interest when due; assignment without consent of the lender; or the occurrence of certain bankruptcy, insolvency or liquidation-related events. Upon the occurrence of an event of default, any outstanding amounts under the 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 Note will automatically become immediately due and payable. The Note does not contain financial or restrictive covenants.

Revolution is working with its existing bank lender to restructure its debt, which as of November 12, 2018 consisted of \$65.0 million of aggregate principal and interest outstanding under notes from Mr. LaPenta, and Mr. LaPenta’s affiliates, RVL 1 LLC and Aston Capital, LLC, and under Revolution’s bank line of credit and other debt, and to obtain covenant waivers or a forbearance agreement under the bank line of credit. Although the Company believes that an advantageous restructuring can be completed in the near term, there can be no assurance that all parties will be able to agree on all terms necessary to close the contemplated restructuring.

Revolution believes that the \$9.5 million Mr. LaPenta recently loaned to the Company, together with an expected \$2.5 million of additional loans that Mr. LaPenta intends to provide, are likely to be sufficient for the Company’s liquidity needs to fund operations in the ordinary course, including the anticipated costs necessary to fund the previously announced investigation of the Company by the Securities and Exchange Commission (the “SEC”) and

the review being conducted by the Company's Audit Committee, through the end of 2018. 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, with the extent of additional funds required dependent on the Company's results of operations in the fourth quarter of 2018 and future periods and the amount of time and expense necessary to complete the previously announced SEC investigation of the Company, the review being conducted by the Company's Audit Committee and any other related costs.

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

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" 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 the possibility of Revolution restructuring its existing bank debt or obtaining covenant waivers or a forbearance agreement from its existing bank lender, the sufficiency of the Company's current and expected capital resources to fund its operations through the end of 2018 and beyond, and the extent to which loans from Mr. LaPenta will be made in the future, involve risks and uncertainties that may cause actual results to differ materially from those stated here as a result of various factors, including the ability to reach agreement among all parties as to the debt restructuring, covenant waivers or forbearance agreement, Mr. LaPenta's continued willingness to provide the Company with funding, the Company's actual cash flow from operations, the occurrence of unusual or unexpected events or circumstances and the other risk factors set forth in the Company's periodic filings with the SEC. Forward-looking statements reflect the opinions of the Company's management as of the date hereof. The Company does not undertake to revise these statements to reflect subsequent developments.

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 Note is incorporated by reference in its entirety in this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit

<u>No.</u>	<u>Description</u>
99.1	<u>Promissory Note, dated as of November 12, 2018, between Revolution and Robert V. LaPenta, Sr.</u>

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 13, 2018

**REVOLUTION LIGHTING
TECHNOLOGIES, INC.**

By: /s/ James A. DePalma

James A. DePalma
Chief Financial Officer

PROMISSORY NOTE

\$9,500,000.00

November 12, 2018

Revolution Lighting Technologies, Inc., a Delaware corporation (“**Maker**”), hereby promises to pay to the order of ROBERT V. LAPENTA, SR., an individual with a business address at 177 Broad Street, 12th Floor, Stamford, Connecticut 06901 (“**Lender**”), his heirs, successors and assigns, in lawful money of the United States of America, the sum of NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000.00), made available to the Maker in the principal amounts and dates as follows: (x) two million dollars (\$2,000,000.00) on October 12, 2018, (y) two million five hundred thousand dollars (\$2,500,000.00) on October 25, 2018, and (z) five million dollars (\$5,000,000.00) on October 31, 2018, in each case, together with accrued and unpaid interest thereon, at the rate or rates set forth below on July 20, 2020 (the “**Maturity Date**”).

The unpaid principal amount of this Promissory Note shall bear interest at a rate per annum equal to (a) the One Month LIBOR Rate (hereinafter defined) then in effect plus (b) three hundred seventy five (375) basis points (3.75%). 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 Prime Rate then in effect, as published in the Wall Street Journal, plus two hundred seventy five (275) basis points (2.75%).

The principal amount of this Promissory Note plus all accrued and unpaid interest thereon shall be payable in full on the Maturity Date.

This Promissory Note may be prepaid in whole or in part at any time, together with all accrued and unpaid interest thereon, without premium or penalty.

In the event that Maker (a) shall fail to pay when due (whether at maturity, by reason of acceleration or otherwise) any principal of or interest on this Promissory Note, (b) assigns this Promissory Note or Maker’s obligations hereunder without the prior written consent of Lender or (c) shall have breached any representation or warranty set forth herein, then Lender may declare all obligations (including without limitation, outstanding principal and accrued and unpaid interest thereon) under this Promissory 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 Lender, all outstanding amounts under this Promissory 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.

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 Promissory Note. The Maker shall pay all costs of collection when incurred, including reasonable attorneys' fees, costs and expenses.

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

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

The Maker has the ability to obtain additional short-term advances from the Lender. In the event that the Maker obtains such advances, and amounts are not repaid by the Maker to the Lender with 90 days of receipt of the advance, the Promissory Note may be amended to include unpaid amounts at the Maker's discretion.

The Lender has the ability to provide collateral, subject to approval by the Audit Committee of the Maker, payable in cash. If the Lender provides collateral to the Maker, the Lender has the ability to charge the Maker a market rate fee for such services, as approved by the Audit Committee of the Maker. If any such fee is not permitted to be paid in cash by any of the Maker's existing financing agreements, such fee may be paid in shares of the Maker's common stock.

IN WITNESS WHEREOF, this Promissory Note has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

REVOLUTION LIGHTING TECHNOLOGIES, INC.
 (“**MAKER**”)

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

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

/s/ Robert V. LaPenta
ROBERT V. LAPENTA, SR. (“**LENDER**”)