
**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 15, 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. (the “Company”) issued on October 19, 2018 and in its amended Current Report on Form 8-K/A filed on November 13, 2018 (the “November 13th Form 8-K”), Robert V. LaPenta, Sr., the Company’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.

On November 15, 2018, the Company entered into a promissory note with Mr. LaPenta (the “Note”), pursuant to which he lent the Company an additional \$1 million. The Note was part of the \$2.5 million in expected additional loans from Mr. LaPenta disclosed in the November 13th Form 8-K.

The Audit Committee of the Company’s Board of Directors approved the terms of the Note on November 14, 2018. 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 the Company’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.

As previously disclosed in the November 13th Form 8-K, the Company continues to work with its existing bank lender to restructure its debt.

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 and is incorporated herein by reference.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On November 15, 2018, the Company received a notification from the Nasdaq Stock Market (“Nasdaq”) informing the Company that since it has not yet filed its Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2018 (the “Quarterly Report”), the Company is not in compliance with Nasdaq Listing Rule 5250(c)(1) (the “Listing Rule”). The Listing Rule requires listed companies to timely file all required periodic financial reports with the Securities and Exchange Commission (“SEC”). The Nasdaq notification letter specifies that the Company has 60 calendar days, or until January 14, 2019, to submit a plan to regain compliance with the Listing Rule. If Nasdaq accepts a plan from the Company, Nasdaq can grant an exception of up to 180 calendar days from the Quarterly Report’s due date, or until May 8, 2019, to regain compliance. The Company’s common stock will continue to trade on the Nasdaq Capital Market pending Nasdaq’s review of the Company’s plan to regain compliance.

As previously disclosed in the Company's Form 12b-25 filed on November 13, 2018, the Company's Audit Committee is conducting a review to assess the accuracy of the Company's previously filed financial statements, the current focus of which is to review the extent to which the Company incorrectly recognized revenue with respect to bill and hold transactions from 2014 until the second quarter of fiscal 2018, and whether the Company's accounting for those transactions led to material errors in its financial statements. While the Audit Committee review is ongoing, the Company will not be able to provide financial statements for the fiscal quarter ended September 30, 2018. The Company continues to work diligently to finalize the Audit Committee review. The Company intends to submit a plan to regain compliance with the Listing Rule prior to January 14, 2019 and to file the Quarterly Report with the SEC as soon as possible.

On November 19, 2018, the Company issued a press release announcing its receipt of the Nasdaq notification letter. A copy of the press release is attached as Exhibit 99.2 and is incorporated herein by reference.

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 "estimates", "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 when the Audit Committee will complete its review, when the Company will submit its plan to Nasdaq, when the Company will file its Quarterly Report and whether the Company will regain compliance with Nasdaq's continued listing requirements, involve risks and uncertainties that may cause actual results to differ materially from those stated here. Factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to, the ability of the parties to reach an agreement as to the debt restructuring, Mr. LaPenta's continued willingness to provide the Company with funding, the risk that additional information may arise in the process of completing the Audit Committee's review or in a review or audit of any revised financial statements that would require the Company to make additional or different adjustments, the time required to complete any restatement of the Company's financial statements, the risk that Nasdaq will not approve the Company's plan to regain compliance with the Listing Rule, and the other risks described more fully in the Company's filings with the SEC. Forward-looking statements reflect the views of the Company's management as of the date hereof. The Company does not undertake to revise these statements to reflect subsequent developments.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	<u>Promissory Note, dated as of November 15, 2018, between the Company and Robert V. LaPenta, Sr.</u>
99.2	<u>Press Release, dated November 19, 2018, of Revolution Lighting Technologies, Inc.</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 19, 2018

**REVOLUTION LIGHTING
TECHNOLOGIES, INC.**

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

PROMISSORY NOTE

\$1,000,000.00

November 15, 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 ONE MILLION DOLLARS (\$1,000,000.00), made available to the Maker on the date hereof, 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, Sr.
ROBERT V. LAPENTA, SR. ("LENDER")

Revolution Lighting Receives Notification of Deficiency from Nasdaq Related to Delayed Quarterly Report on Form 10-Q

STAMFORD, Conn., Nov. 19, 2018 (GLOBE NEWSWIRE) — Revolution Lighting Technologies, Inc. (NASDAQ: RVLТ) (“Revolution Lighting” or the “Company”), a global provider of advanced LED lighting solutions, announced today that on November 15, 2018, the Company received a notification from the Nasdaq Stock Market stating that, as a result of not having timely filed its Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2018, the Company is not in compliance with Nasdaq Listing Rule 5250(c)(1), which requires timely filing of periodic financial reports with the Securities and Exchange Commission.

The Nasdaq notice has no immediate effect on the listing or trading of the Company’s common stock on the Nasdaq Stock Market. Under Nasdaq’s listing rules, the Company has 60 calendar days from the date of the letter to submit a plan to regain compliance. If the plan is accepted by Nasdaq, the Company can be granted an exception of up to 180 calendar days from the original due date of the Form 10-Q, or until May 8, 2019, to regain compliance. The Company expects to submit a plan to regain compliance or file its Form 10-Q within the timeline prescribed by Nasdaq.

About Revolution Lighting Technologies Inc.

Revolution Lighting Technologies, Inc. is a leader in the design, manufacture, marketing, and sale of LED lighting solutions focusing on the industrial, commercial and government markets in the United States, Canada, and internationally. Through advanced LED technologies, Revolution Lighting has created an innovative lighting company that offers a comprehensive advanced product platform of high-quality interior and exterior LED lamps and fixtures, including signage and control systems. Revolution Lighting is uniquely positioned to act as an expert partner, offering full service lighting solutions through our operating divisions including Energy Source, Multi-Family and Tri-State LED to transform lighting into a source of superior energy savings, quality light and well-being. Revolution Lighting Technologies markets and distributes its products through a network of regional and national independent sales representatives and distributors, as well as through energy savings companies and national accounts. Revolution Lighting Technologies trades on the NASDAQ under the ticker RVLТ. For more information, please visit rvlti.com and connect with the Company on Twitter, LinkedIn and Facebook.

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 “estimates”, “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 when the Company will submit its plan to Nasdaq, when the Company will file its Quarterly Report and whether the Company will regain compliance with Nasdaq’s continued listing requirements, involve risks and uncertainties that may cause actual results to differ materially from those stated here. Factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to, the risk that Nasdaq will not approve the Company’s plan to regain compliance with the Listing Rule, and the other risks described more fully in the Company’s filings with the SEC. Forward-looking statements reflect the views of the Company’s management as of the date hereof. The Company does not undertake to revise these statements to reflect subsequent developments.

RVLТ Investor Relations Contact:

Amato and Partners, LLC

Investor Relations Counsel

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