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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported)**

**April 20, 2017**

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**IRIDEX CORPORATION**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**0-27598**  
(Commission  
File Number)

**77-0210467**  
(IRS Employer  
Identification No.)

**1212 Terra Bella Avenue**  
**Mountain View, California 94043**  
(Address of principal executive offices, including zip code)

**(650) 940-4700**  
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

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

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**Item 1.01. Entry into a Material Definitive Agreement.**

On April 20, 2017, IRIDEX Corporation, a Delaware corporation (the “Company”), entered into an agreement (the “Amendment Agreement”) to amend that certain Securities Purchase Agreement (the “Purchase Agreement”), dated August 31, 2007, by and among the Company and BlueLine Capital Partners, LP (“BlueLine I”), BlueLine Capital Partners II, LP (“BlueLine II”), and BlueLine Capital Partners III, LP (“BlueLine III” and, collectively with BlueLine I and BlueLine II, “BlueLine”).

Pursuant to the Amendment Agreement, BlueLine waived its right under the Purchase Agreement to designate a nominee for nomination to the Company’s board of directors (the “Board”) and any committees thereof at any time prior to March 31, 2018. BlueLine’s right to designate a nominee for nomination to the Company’s Board and any committees thereof will terminate in the event that BlueLine and its affiliates no longer hold at least five percent (5%) of the number of shares of common stock of the Company issued and outstanding as of March 31, 2018.

The foregoing description of the Amendment Agreement is qualified in its entirety by reference to the full text of the Amendment Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Resignation of Director*

On April 21, 2017, Scott A Shuda resigned from the Company’s Board, the Compensation Committee of the Board and the Nominating and Governance Committee of the Board, in each case effective as of April 21, 2017.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to the Securities Purchase Agreement, dated as of April 20, 2017, between the Company and BlueLine Capital Partners, LP, BlueLine Capital Partners II, LP, and BlueLine Capital Partners III, LP.

**SIGNATURES**

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

**IRIDEX CORPORATION**

By: /s/ Atabak Mokari

Atabak Mokari

Chief Financial Officer and Vice President of Corporate  
Development

Date: April 21, 2017

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to the Securities Purchase Agreement, dated as of April 20, 2017, between the Company and BlueLine Capital Partners, LP, BlueLine Capital Partners II, LP, and BlueLine Capital Partners III, LP.

BlueLine Partners  
3480 Buskirk Avenue, Suite 215  
Pleasant Hill, California 94523  
(925) 236-9790

April 20, 2017

William Moore, Chairman of the Board  
Ruediger Naumann-Etienne, Chairman of N&G Committee  
Iridex Corporation  
1212 Terra Bella Avenue  
Mountain View, CA 94043

Re: BlueLine Board Nomination Rights

Gentlemen:

Reference is made to the Securities Purchase Agreement (the "Purchase Agreement"), dated August 31, 2007, by and among Iridex Corporation (the "Company") and BlueLine Capital Partners, LP ("BlueLine I"), BlueLine Capital Partners II, LP ("BlueLine II"), and BlueLine Capital Partners III, LP ("BlueLine III" and, collectively with BlueLine I and BlueLine II, "BlueLine"). Capitalized terms used herein and not defined herein shall have the meanings ascribed in the Purchase Agreement.

Section 4.6(b) and 4.7 of the Purchase Agreement provide in relevant part that, subject to the terms and conditions set forth therein, the Company shall nominate the Primary Purchaser Director Designee for reelection by the stockholders of the Company to fill the Primary Purchaser Board Seat at each annual or special meeting of the stockholders at which election of directors to the Board of the Company is proposed for consideration by the stockholders and appoint the Primary Purchaser Director Designee to the Compensation and Nominating Committee of the Board or the Audit and Corporate Governance Committee, as the case may be (the "Designation Rights").

Section 6.4 of the Purchase Agreement provides, in relevant part, that any term of the Purchase Agreement may be waived with the written consent of the Company and the party against whom enforcement of any such waiver is sought.

This letter is to notify you that BlueLine is in the process of winding down and believes that interest will be best served by eliminating the various timing and information strictures created by the board service of BlueLine's Primary Purchaser Director Designee.

Therefore, BlueLine hereby waives the Designation Rights as the same may apply to the nomination of the Primary Purchaser Director Designee to the Board and any committees thereof at all times prior to March 31, 2018. Furthermore, Section 4.6(b) of the Purchase Agreement is hereby amended and restated to read as follows:

*"In the event that none of BlueLine Partners, LLC or any of its Affiliates shall any longer hold any shares of Preferred Stock issued pursuant to this Agreement (whether as result of conversion, sale or other disposition), then for so long as BlueLine Partners, LLC or any investment funds controlled by BlueLine Partners, LLC holds at least five percent (5%) of the number of shares of Common Stock of the Company issued and outstanding as of March 31, 2018, (x) BlueLine Partners, LLC shall have the right, so long as the initial designation of the Primary Purchaser Director Designee has not previously been made pursuant to Section 4.6(a), to designate the Primary Purchaser Director Designee, subject to the approval of the Board (such approval not to be unreasonably withheld, conditioned or delayed), for service as a member of the Board and the Company shall use its best efforts to cause the Primary Purchaser Director Designee to*



*be initially appointed to the Primary Purchaser Board Seat, and (y) thereafter, subject to the fiduciary duties of the Board, the Company shall nominate the Primary Purchaser Director Designee for reelection by the stockholders of the Company to fill the Primary Purchaser Board Seat at each annual or special meeting of the stockholders at which election of directors to the Board of the Company is proposed for consideration by the stockholders and to appoint the Primary Purchaser Director Designee to fill any vacancy in the Primary Purchaser Board Seat.”*

The foregoing waiver shall be effective immediately and except as otherwise provided herein, the remainder of the Purchase Agreement shall remain in full force and effect and shall be binding on all parties thereto. This letter sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior discussions, agreements and writings in relating thereto.

Sincerely,

BLUELINE CAPITAL PARTNERS, LP

BLUELINE CAPITAL PARTNERS II, LP

BLUELINE CAPITAL PARTNERS III, LP

/s/ Timothy P. Bacci

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By: Timothy P. Bacci  
Authorized Signatory

Agreed to by:

IRIDEX Corporation

/s/William Moore

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By: William Moore  
Chief Executive Officer

