

**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): **February 3, 2020 (January 29, 2020)**

**ClearOne, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or Other Jurisdiction  
of Incorporation)

**001-33660**

(Commission  
File Number)

**87-0398877**

(I.R.S. Employer  
Identification No.)

**5225 Wiley Post Way, Suite 500, Salt Lake City, Utah**

(Address of principal executive offices)

**84116**

(Zip Code)

**+1 (801) 975-7200**

(Registrant's telephone number, including area code)

**Not applicable**

(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:

- 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 communication 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.

Securities Registered Pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001	CLRO	The NASDAQ Capital Market

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

On January 29, 2020, ClearOne, Inc. (the “Company”) entered into an amendment (the “Amendment”) to that certain Note Purchase Agreement dated December 8, 2019 by and between the Company and Edward D. Bagley (the “Note Purchase Agreement”) pursuant to which Mr. Bagley agreed to purchase \$3,000,000 of secured convertible notes of the Company (the “Notes”) and warrants to purchase 340,909 shares of the Company’s common stock, par value \$0.001 per share (the “Warrants”), in a private placement transaction that was completed on December 17, 2019.

The Amendment amends the Note Purchase Agreement to clarify that the Notes were issued with an original issue discount of one and one-half percent (1.5%), or \$45,000, as contemplated by the tax treatment provisions of Section 3.5 of the Note Purchase Agreement. All other terms and conditions of the Note Purchase Agreement, Notes and Warrants remain in full force and effect.

The foregoing description of the NPA Amendment is a summary only and is qualified in its entirety by reference to the complete text of the NPA Amendment, which is filed as an exhibit to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit Number</b>	<b>Exhibit Title</b>
10.1	<a href="#"><u>First Amendment dated January 29, 2020 by and between ClearOne, Inc. and Edward D. Bagley to the Note Purchase Agreement dated December 8, 2019.</u></a>

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**SIGNATURES**

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

CLEARONE, INC.

Date: February 3, 2020

By: /s/ Zeynep Hakimoglu  
Zeynep Hakimoglu  
Chief Executive Officer  
(Principal Executive Officer)

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EXHIBIT INDEX

**Exhibit Number**

**Exhibit Title**

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10.1

[First Amendment dated January 29, 2020 by and between ClearOne, Inc. and Edward D. Bagley to the Note Purchase Agreement dated December 8, 2019.](#)

**FIRST AMENDMENT TO  
NOTE PURCHASE AGREEMENT**

This First Amendment dated as of January 29, 2020 (the "**Amendment**") to that certain Note Purchase Agreement dated as of December 8, 2019 (the "**Agreement**") is by and between **ClearOne, Inc.**, a Delaware corporation (the "**Company**"), and **Edward D. Bagley** (the "**Purchaser**"). Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Agreement.

**WITNESSETH**

**WHEREAS**, the Company, the Purchaser, and the Guarantors (as defined in the Agreement) entered into the Agreement pursuant to which the Company issued to the Purchaser a senior secured convertible note dated December 17, 2019 in the principal amount of \$3,000,000.00 (the "**Note**") pursuant to the terms of the Agreement;

**WHEREAS**, Section 3.5 of the Agreement contemplated that the tax treatment of the Note would reflect the issuance of the Note with an original issue discount ("**OID**"); and

**WHEREAS**, consistent with Section 3.5 of the Agreement, it was the intent of the parties to the Agreement that the Note be issued with OID of one and one-half percent (1.5%), or Forty-Five Thousand Dollars (\$45,000), and the parties now desire to amend the Agreement to more specifically set out the original intent of the parties with regard to such OID in the Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, parties hereto agree as follows:

**A G R E E D**

1. **Section 2. Purchase and Sale of the Notes.** The parties hereby agree to add Section 2.3 to the Agreement which shall read as follows:

2.3 **Original Issue Discount.** The Notes carry an original issue discount of 1.5% (the "**OID Amount**"). The purchase price, therefore, shall be \$2,955,000, computed as follows: \$3,000,000 original principal balance, less the **OID Amount**.

2. **Schedule 2.1 of the Agreement.** The allocation table set forth on Schedule 2.1 of the Agreement shall be deleted in its entirety and replaced as follows:
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<b>Purchaser</b>	<b>Principal Amount</b>	<b>Original Issue Discount</b>	<b>Purchase Price</b>	<b>Warrant Shares</b>
Edward D. Bagley	\$3,000,000.00	1.5%	\$2,955,000.00	340,909

3. **Governing Law.** This Amendment shall be governed by and construed and interpreted under the laws of New York.

4. **Severability.** In the event that any provision of this Amendment becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Amendment shall continue in full force and effect without said provision, provided that no such severability shall be effective if it materially changes the economic benefit of this Amendment to any party.

5. **Full Force and Effect.** This Amendment shall be construed in connection with and as part of the Agreement, and except as modified and expressly amended by this Amendment, all terms, conditions and covenants contained in the Agreement, the Note and the Warrant are hereby ratified and shall be and remain in full force and effect.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be declared an original, but all of which together shall constitute one and the same instrument.

*[remainder of this page intentionally left blank]*

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**IN WITNESS WHEREOF**, this Amendment to the Agreement is executed effective as of the date first written above.

COMPANY:

**CLEARONE, INC.**

By: /s/ Zeynep Hakimoglu

Name: Zeynep Hakimoglu

Its: President and Chief Executive Officer

PURCHASER:

/s/ Edward D. Bagley

Name: Edward D. Bagley

ClearOne, Inc.  
Signature Page to Amendment to Note Purchase Agreement  
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