

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**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): August 11, 2016

**LIQUIDMETAL TECHNOLOGIES, INC.**

(Exact name of registrant as specified in its charter)

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

**001-31332**  
(Commission File Number)

**33-0264467**  
(I.R.S. Employer  
Identification No.)

**30452 Esperanza**  
**Rancho Santa Margarita, California 92688**  
(Address of principal executive offices; Zip Code)

Registrant's telephone number, including area code: **(949) 635-2100**

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 communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**LIQUIDMETAL TECHNOLOGIES, INC.**  
**FORM 8-K**

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

On August 11, 2016, Liquidmetal Technologies, Inc. (the “Company”) entered into an amendment to the Securities Purchase Agreement (the “Purchase Agreement”), dated March 10, 2016, with Liquidmetal Technology Limited (the “Investor”). Under the amendment (the “Amendment”), the Company agreed to extend the deadline for Investor’s purchase of 300,000,000 additional shares of Company common stock under the Purchase Agreement from the original deadline of August 17, 2016 to a new deadline of December 31, 2016. Other than the extension of the deadline, the Amendment does not materially modify the terms of the original Purchase Agreement.

The foregoing description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure.**

The Company has issued a press release, dated August 17, 2016, relating to the Purchase Agreement Amendment. The press release is attached to this Current Report on Form 8-K as Exhibit 99.1.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	Amendment to Securities Purchase Agreement, dated August 11, 2016, between Liquidmetal Technologies, Inc. and Liquidmetal Technology Limited.
99.1	Press release dated August 17, 2016.

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**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.

LIQUIDMETAL TECHNOLOGIES, INC.

By: /s/ Thomas Steipp  
Thomas Steipp,  
President and Chief Executive Officer

Date: August 17, 2016

**Liquidmetal Technology Limited**  
**Room 906, Tai Tung Building, 8 Fleming Road**  
**Wanchai, Hong Kong**

August 11, 2016

Liquidmetal Technologies, Inc.  
30452 Esperanza  
Rancho Santa Margarita, CA 92688

Re: Securities Purchase Agreement by and between Liquidmetal Technology Limited and Liquidmetal Technologies, Inc. dated March 10, 2016  
(the "Agreement")

Gentlemen:

The purpose of this letter agreement is to amend and restate Sections 1(b)(ii), 4(m) and 5(b)(ii) in the above referenced Agreement as set forth below:

Section 1(b)(ii):

Subject to the satisfaction (or written waiver) of the conditions thereto set forth in Section 5(b) and Section 6(b) below, and unless this Agreement is otherwise terminated in accordance herewith, the date and time of the issuance of the Second Closing Shares and the Third Closing Shares pursuant to this Agreement (the "Second / Third Closing Date" and together with the First Closing Date, the "Closing Dates") shall occur contemporaneously and shall be on or before December 31, 2016. The closing of the transactions contemplated by Section 1(a)(ii) and 1(a)(iii) of this Agreement (the "Second / Third Closing" and together with the First Closing, the "Closings") shall occur on the Second / Third Closing Date at the Company's offices, or such other location as may otherwise be agreed upon by the parties. At or prior to the Second/Third Closing, Investor and the Company shall execute any related agreements or other documents required to be executed and/or delivered hereunder.

Section 4(m):

In the event the Investor fails to complete both the Second Closing and the Third Closing by December 31, 2016 (unless such failure is a result of a material failure of a condition set forth in Section 6(b) hereof), then the rights set forth in Sections 4(k)(ii) and 4(j) hereof shall immediately and automatically terminate. In addition, in the event the Second / Third Closing is not consummated by December 31, 2016 (provided that such failure is not a result of a breach by the Company of this Agreement), the Company will thereupon have the right to repurchase all or any portion of the First Closing Shares at \$0.08 per share (subject to adjustment for stock splits, reverse stock splits, and the like occurring after the date of this Agreement) on or before December 31, 2017.

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Section 5(b)(ii):

Investor shall have delivered both the Second Closing Purchase Price and the Third Closing Purchase Price in a single closing in accordance with Section 1(a)(ii) and Section 1(a)(iii) above on or before December 31, 2016.

The parties acknowledge that the Put Right (as defined in the Agreement) has become null and void. We kindly request that you execute this letter below indicating that you agree with the above Amendment and statements.

Liquidmetal Technology Limited

By: /s/ Yeung Tak Lugee Li

Name: Yeung Tak Lugee Li

Title: CEO

ACKNOWLEDGED AND AGREED:

Liquidmetal Technologies, Inc.

By: /s/ Thomas Steipp

Name: Thomas Steipp

Title: CEO



## News Release

### FOR IMMEDIATE RELEASE

**Company Contact:**

Otis Buchanan  
Media Relations  
Liquidmetal Technologies, Inc.  
1-949-635-2120  
[otis.buchanan@liquidmetal.com](mailto:otis.buchanan@liquidmetal.com)

### **Liquidmetal Technologies Announces Amendment to Securities Purchase Agreement -Technology Partnership Continues to Strengthen-**

**Rancho Santa Margarita, Calif. –August 17, 2016 - Liquidmetal® Technologies, Inc. (OTCQB: LQMT)**, the world’s leading developer of amorphous alloys, announced today that it has entered into an amendment to its Securities Purchase Agreement, dated March 10, 2016, with Liquidmetal Technology Limited, a company owned and controlled by Professor Lugee Li. Under the amendment, Liquidmetal Technologies agreed to extend to December 31, 2016 the deadline for the purchase by Liquidmetal Technology Limited of the remaining 300,000,000 shares under the Securities Purchase Agreement. The original deadline for the follow-on investment was August 17, 2016, and the amendment will enable Professor Li to complete the international funds transfer process required for the remaining investment. Other than the extension of the closing date, the amendment did not materially modify the terms of the original Securities Purchase Agreement.

The Securities Purchase Agreement was entered into in March 2016 in conjunction with a cross-licensing agreement with DongGuan EONTEC Co., Ltd. (EONTEC), a global manufacturing company headquartered in Hong Kong that specializes in the development of bulk metallic glasses and other new materials. In commenting on the partnership with Professor Li and EONTEC, Thomas Steipp, the CEO of Liquidmetal Technologies, stated, “Our partnership with Mr. Li and EON continues to strengthen. We are making excellent progress on expanding the solutions available to our customers worldwide, providing a wider range of part geometries, and attractive manufacturing options. We believe that the infusion of capital from Professor Li will allow Liquidmetal to grow at a much faster rate moving forward, allowing us to address a broader range of customers and to expand operations in North America and Europe. We understand that transferring funds from China to the US can present timing issues, and believe that this extension, which essentially leaves all aspects of our original agreement in place, is clearly in the best interest of our shareholders.”

Professor Li, in commenting on the partnership and additional investment, stated, “I have worked closely with the Liquidmetal management team to shape a vision and a tactical plan for the future that would not have been possible for either company on its own. I look forward to furthering our relationship and am excited about the possibilities for 2017 and beyond.”

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## **About Liquidmetal Technologies**

Liquidmetal Technologies, Inc. is the leading developer of amorphous alloys that utilize the performance advantages offered by amorphous alloy technology. Amorphous alloys are unique materials that are distinguished by their ability to retain a random structure when they solidify, in contrast to the crystalline atomic structure that forms in ordinary metals and alloys. Liquidmetal Technologies is the first company to produce amorphous alloys in commercially viable bulk form, enabling significant improvements in products across a wide array of industries. For more information, go to [www.liquidmetal.com](http://www.liquidmetal.com).

## **Forward-Looking Statement**

This press release contains "forward-looking statements," including but not limited to statements regarding the advantages of Liquidmetal's amorphous alloy technology, scheduled manufacturing of customer parts and other statements associated with Liquidmetal's technology and operations. These statements are based on current expectations of future events. If underlying assumptions prove inaccurate or unknown risks or uncertainties materialize, actual results could vary materially from Liquidmetal's expectations and projections. Risks and uncertainties include, among other things; customer adoption of Liquidmetal's technologies and successful integration of those technologies into customer products; potential difficulties or delays in manufacturing products incorporating Liquidmetal's technologies; Liquidmetal's ability to fund its current and anticipated operations; the ability of third party suppliers and manufacturers to meet customer product requirements; general industry conditions; general economic conditions; and governmental laws and regulations affecting Liquidmetal's operations. Additional information concerning these and other risk factors can be found in Liquidmetal's public periodic filings with the U.S. Securities and Exchange Commission, including the discussion under the heading "Risk Factors" in Liquidmetal's 2015 Annual Report on Form 10-K.