

**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): December 22, 2023**

**Clearside Biomedical, Inc.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-37783**  
(Commission File Number)

**45-2437375**  
(IRS Employer  
Identification No.)

**900 North Point Parkway**  
**Suite 200**  
**Alpharetta, Georgia**  
(Address of Principal Executive Offices)

**30005**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 678 270-3631**

(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 communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	CLSD	The Nasdaq Stock Market LLC

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.

On December 22, 2023, Clearside Biomedical, Inc., through its wholly owned subsidiary Clearside Royalty LLC (“**Royalty Sub**”), entered into a letter agreement (the “**Letter Agreement**”) with Healthcare Royalty Partners IV, L.P. (“**HCR**”) and HCR Clearside SPV, LLC (as assignee of HCR Collateral Management, LLC) (“**Agent**”) amending that certain Purchase and Sale Agreement, dated as of August 8, 2022 (the “**Purchase Agreement**”), by and among Royalty Sub, HCR and Agent. Pursuant to the terms of the Letter Agreement, Royalty Sub and Agent mutually agreed that Royalty Sub waived any and all rights to the \$12.5 million milestone payment which was deposited in an escrow account (“**First Milestone Payment**”) in connection with the closing of the transactions contemplated by the Purchase Agreement and agreed to the release of the First Milestone Payment to Agent. The First Milestone Payment was to be released to Royalty Sub upon attainment of a pre-specified XIPERE sales milestone if such milestone was achieved by March 31, 2024 (“**First Milestone Event**”) or, at Agent’s option, in the event the First Milestone Event was not achieved.

The foregoing is a summary description of certain terms of the Letter Agreement, is not complete and is qualified in its entirety by reference to the text of the Letter Agreement, a copy of which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

### Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Exhibit Description
10.1	<a href="#">Letter Agreement, dated December 22, 2023, by and among Clearside Royalty LLC, Healthcare Royalty Partners IV, L.P. and HCR Clearside SPV, LLC (as assignee of HCR Collateral Management, LLC)</a>
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

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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.

Date: December 28, 2023

**CLEARSIDE BIOMEDICAL, INC.**

By: /s/ Charles A. Deignan

Name: Charles A. Deignan

Title: Chief Financial Officer

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HCR Clearside SPV, LLC  
Healthcare Royalty Partners IV, L.P.  
300 Atlantic Street, Suite 600  
Stamford, CT 06901

December 22, 2023

Clearside Royalty LLC  
c/o Clearside Biomedical, Inc.  
900 North Point Parkway, Suite 200  
Alpharetta, GA 30005  
Attn: George Lasezkay

Re: Purchase and Sale Agreement

Gentlemen:

Reference is hereby made to (i) that certain Purchase and Sale Agreement, dated as of August 8, 2022 (as amended to date, the "Purchase Agreement"), by and among Clearside Royalty LLC, a Delaware limited liability company ("Seller"), Healthcare Royalty Partners IV, L.P. a Delaware limited partnership ("Purchaser"), and HCR Clearside SPV, LLC (as assignee of HCR Collateral Management, LLC) ("Agent"), and together with Seller and Purchaser, each a "Party", and collectively, the "Parties") and (ii) that certain Escrow Agreement, dated as of August 8, 2022 (as amended to date, the "Escrow Agreement") by and among Seller, Agent and U.S. Bank National Association ("Escrow Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

This letter agreement (this "Letter Agreement") is being entered into by and among Purchaser, Seller and Agent to confirm the agreement among the Parties as to certain matters relating to the Purchase Agreement and the Escrow Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. First Milestone Payment.

(a) Notwithstanding anything to the contrary in the Purchase Agreement, Seller desires to, and hereby does, waive any and all rights as to the First Milestone Payment. Purchaser and Agent hereby acknowledge and accept such waiver.

(b) In furtherance of the foregoing, and notwithstanding anything to the contrary in Section 2.2(b) and 2.2(d) of the Purchase Agreement or Section 4 of the Escrow Agreement, the Parties agree to deliver a joint written instruction within two (2) Business Days of the date of this Letter Agreement to the Escrow Agent, which joint written instruction shall direct that the First Milestone Payment be released to Purchaser (the "Release Instruction").

(c) In connection with the Release Instruction, the Parties agree to terminate the Escrow Agreement upon release of the First Milestone Payment to Purchaser.

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2. Miscellaneous.

(a) Each Party represents and warrants to the other Parties hereto that this Letter Agreement has been duly and validly executed and delivered by such Party and constitutes the valid and legally binding obligation of such Party, enforceable in accordance with its terms, subject to customary enforceability exceptions.

(b) This Letter Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.

(c) This Letter Agreement and the Purchase Agreement contain the entire agreement of the Parties with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by all of the Parties hereto.

(d) In the event that any provision of this Letter Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Letter Agreement will otherwise remain in full force and effect and enforceable.

(e) Section 11.13 (Notices), Section 11.4 (Successors and Assigns), Section 11.7 (Governing Law), Section 11.8 (Waiver of Jury Trial) and Section 11.10 (Counterparts) and of the Purchase Agreement are incorporated by reference herein.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

SINCERELY,

HEALTHCARE ROYALTY PARTNERS IV, L.P.  
By: HealthCare Royalty GP IV, LLC, its general partner

By: /s/ Clarke Brannen Futch  
Name: Clarke B. Futch  
Title: Managing Partner

HCR CLEARSIDE SPV, LLC

By: /s/ Clarke Brannen Futch  
Name: Clarke B. Futch  
Title: Managing Partner

*Accepted and agreed to as of the  
first date above written:*

CLEARSIDE ROYALTY LLC

By: /s/ George Lasezkay  
Name: George Lasezkay  
Title: Chief Executive Officer

*[Signature Page to Letter Agreement]*

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