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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 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): March 12, 2013

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**iROBOT CORPORATION**

(Exact Name of Registrant as Specified in its Charter)

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**Delaware**

(State or Other Jurisdiction of Incorporation)

**000-51598**

(Commission File Number)

**77-0259335**

(IRS Employer Identification No.)

**8 Crosby Drive, Bedford, Massachusetts**

(Address of Principal Executive Offices)

**01730**

(Zip Code)

**Registrant's telephone number, including area code: (781) 430-3000**

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

On March 12, 2013, iRobot Corporation (the “Company”) entered into Amendment #3 to Manufacturing Agreement (the “Amendment”) between the Company and Kin Yat Industrial Co. Ltd. (“Kin Yat”). The Amendment extends the term of the Manufacturing Agreement by and between the Company and Kin Yat dated March 23, 2007, as amended, until September 23, 2013, unless earlier terminated or extended by a written amendment consented to by the Company and Kin Yat. The Amendment also provides for the Company and Kin Yat to work together in good faith on a new manufacturing agreement.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 hereto, and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

10.1 Amendment #3 to Manufacturing Agreement between the Company and Kin Yat Industrial Co. Ltd., dated as of March 12, 2013.

**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.

iRobot Corporation

March 15, 2013

By: /s/ Glen D. Weinstein

Name: Glen D. Weinstein

Title: Chief Legal Officer and Secretary

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**EXHIBIT INDEX**

**Exhibit Number**

**Description**

10.1

Amendment #3 to Manufacturing Agreement between the Company and Kin Yat Industrial Co. Ltd., dated as of March 12, 2013.



Amendment # 3 to Manufacturing Agreement

Between: iRobot Corporation and Kin Yat Industrial Co. Ltd

**PARTIES**

- (1) **iRobot Corporation**, a Delaware corporation with its principal place of business at 8 Crosby Drive, Bedford, Massachusetts, 01730, USA (“Buyer”).
- (2) **Kin Yat Industrial Co. Ltd.**, a Hong Kong Company having its place of business at 7/F Galaxy Factory Building, 25-27 Luk Hop Street, San Po Kong, Kowloon, Hong Kong (hereinafter referred to as (“Seller”).

**WHEREAS**, the Parties executed the Manufacturing Agreement dated 23<sup>rd</sup> March, 2007 (“Manufacturing Agreement”).

**WHEREAS**, pursuant to clause 18.3 of the Manufacturing Agreement, the Parties wish to amend the Agreement;

For good and valuable consideration, Effective as of March 23, 2013, the following amendments are hereby agreed:

**Clause 15.1 will be replaced in its entirety with the following:**

This Agreement shall become effective as of the date of execution and, unless extended by written agreement of the parties or earlier terminated under the provision of this Section 15, it shall expire “on September 23, 2013.”

During this extension period, the Parties agree to work together in good faith on a new Manufacturing Agreement.

If any conflict or inconsistency occurs between this Amendment and the Manufacturing Agreement, the provisions of this Amendment shall prevail. The remainder of the Manufacturing Agreement shall remain in full force and effect, unamended.

Signed by a duly authorised director or officer for and on behalf of iRobot Corporation  
*Print full name: Oscar Zamorano*  
*Position: SVP Operations & Supply Chain*

Signature:

Signed by a duly authorised director or officer for and on behalf of Kin Yat Industrial Co. Ltd  
*Print full name: Vincent Fung*  
*Position: Director of Kin Yat Industrial Co. Ltd*

Signature: