



Exchange Act.

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Item 1.01 Entry into a Material Definitive Agreement.

On February 27, 2019, FARO Technologies, Inc. (the “Company”) entered into a Second Amendment to Office Flex Lease (the “Second Amendment”) with RCS - Tech Park, LLC (“Landlord”) with respect to the Company’s facility located at 250 Technology Park, Lake Mary, Florida (the “Building”). Pursuant to the Second Amendment, the Company has agreed to, among other items, extend the initial term of the lease for the approximately 46,500 square feet of sales, marketing, and administration in the Building leased under the original First Amendment to Lease Agreement, dated October 1, 2009, from September 30, 2019 to March 31, 2025. Under the terms of the Second Amendment, from October 1, 2019 and continuing until March 31, 2025, the Company will pay the Landlord fixed rent for the Building as follows:

DATES:	\$/RENTABLE SQUARE FOOT:	MONTHLY RENT:	RENT FOR APPLICABLE PERIOD*:
10/1/2019 - 12/31/2019	\$0.00	\$0.00	\$0.00
1/1/2020 - 9/30/2020	\$12.88	\$49,889.61	\$449,006.46
10/1/2020 - 9/30/2021	\$13.27	\$51,400.24	\$616,802.87
10/1/2021 - 9/30/2022	\$13.66	\$52,910.87	\$634,930.46
10/1/2022 - 9/30/2023	\$14.07	\$54,498.97	\$653,987.67
10/1/2023 - 9/30/2024	\$14.50	\$56,164.54	\$673,974.50
10/1/2024 - 3/31/2025	\$14.93	\$57,830.11	\$346,980.67

\* Plus, applicable Florida sales tax (currently 6.8%)

The Second Amendment also provides the Company with a tenant improvement allowance of up to \$325,367 toward the design and construction of certain tenant improvements made to the Building on a reimbursement basis subject to the satisfaction of certain conditions. If the tenant improvements are not completed within 18 months after the effective date of the Second Amendment the reimbursement allowance will be deemed forfeited by the Company. In addition, the Company has a one-time right under the Second Amendment to terminate the lease on January 1, 2023 by giving the Landlord at least 12 months prior notice of its election to terminate. In the event the Company elects this early-termination right, it will be obligated to pay the Landlord a termination payment in the amount of \$406,407.82. The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to the Second Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

EXHIBIT INDEX

Exhibit  
Number Description

10.1 Second Amendment to Office Flex Lease between RCS - Tech Park, LLC and FARO Technologies, Inc., dated as of February 27, 2019

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SIGNATURES

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

FARO Technologies, Inc.

March 5, 2019 /s/ Jody S. Gale  
By: Jody S. Gale  
Its: Senior Vice President, General Counsel & Secretary