
**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): March 15, 2012

FARO TECHNOLOGIES, INC.

(Exact Name of Registrant as Specified in Charter)

Florida
(State or Other Jurisdiction
of Incorporation)

0-23081
(Commission
File Number)

59-3157093
(IRS Employer
Identification No.)

250 Technology Park, Lake Mary, Florida 32746
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (407) 333-9911

N/A
(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 (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

Effective as of March 15, 2012, FARO Technologies, Inc. (the “Company”) entered into that certain Fourth Amendment (the “Fourth Amendment”) to the Amended and Restated Loan Agreement, as subsequently amended, with SunTrust Bank, a Georgia banking corporation (as amended, the “Loan Agreement”). The Loan Agreement provides for a revolving loan commitment of \$30 million. The Company does not currently have any borrowings outstanding under the Loan Agreement.

The Fourth Amendment extends the maturity date for the Loan Agreement to March 31, 2015 and amends the applicable margin percentages corresponding to the following Senior Funded Debt to Consolidated EBITDA Ratios:

<u>Senior Funded Debt to Consolidated EBITDA Ratio</u>	<u>Applicable Margin</u>
> 1.50:1.00	2.00%
£ 1.50:1.00 and > 0.75:1.00	1.75%
£ 0.75:1.00	1.50%

In addition, the Fourth Amendment amends the fees and charges payable by the Company to include (i) a commitment fee of \$60,000 payable on March 15, 2012 and (ii) a monthly unused line fee of 0.15% times the result of \$30,000,000 less the average daily balance of the Loan outstanding during the immediately preceding month.

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

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Effective as of March 15, 2012, the Company entered that certain Fourth Amendment to the Amended and Restated Loan Agreement described in Item 1.01 above.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit Number</u>	<u>Description</u>
10.1	Fourth Amendment to Amended and Restated Loan Agreement, dated March 15, 2012, between FARO Technologies, Inc. and SunTrust Bank.

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.
(Registrant)

March 15, 2012

/s/ Keith Bair

By: Keith Bair

Its: Chief Financial Officer

EXHIBIT INDEX

**Exhibit
Number**

Description

10.1 Fourth Amendment to Amended and Restated Loan Agreement, dated March 15, 2012, between FARO Technologies, Inc. and SunTrust Bank.

FOURTH AMENDMENT
TO
AMENDED AND RESTATED LOAN AGREEMENT

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT (this "Fourth Amendment") is entered into as of the 15th day of March, 2012, by and between **FARO TECHNOLOGIES, INC.**, a Florida corporation ("Borrower"), and **SUNTRUST BANK**, a Georgia banking corporation ("Bank"), for the purpose of amending the Amended and Restated Loan Agreement dated as of July 11, 2006, between Borrower and Bank, amended by the First Amendment to Amended and Restated Loan Agreement dated as of November 21, 2008, the Second Amendment to Amended and Restated Loan Agreement dated as of April 14, 2009, and the Third Amendment to Amended and Restated Loan Agreement dated as of June 18, 2009 (such Amended and Restated Loan Agreement as so amended being referred to herein as the "Original Agreement"). Unless otherwise defined in this Fourth Amendment, all defined terms used in this Fourth Amendment shall have the meanings ascribed to such terms in the Original Agreement.

WITNESSETH:

WHEREAS, Borrower and Bank desire to agree to certain modifications to the terms of the Original Agreement as set forth in this Fourth Amendment;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. Definitions.

(a) Added Definition. The following new defined term is hereby added to Section 1.01 of the Original Agreement in appropriate alphabetical order:

"Fourth Amendment Date" shall mean March 15, 2012.

(b) Changed Definitions. The definitions of the following terms heretofore defined in the Original Agreement are hereby amended to read in their entirety as follows:

"Agreement" shall mean the Amended and Restated Loan Agreement dated as of July 11, 2006, between Borrower and Bank, as amended by the First Amendment to Amended and Restated Loan Agreement dated as of November 21, 2008, the Second Amendment to Amended and Restated Loan Agreement dated as of April 14, 2009, the Third Amendment to Amended and Restated Loan Agreement dated as of June 18, 2009, and the Fourth Amendment to Amended and Restated Loan Agreement dated as of March 15, 2012.

"Applicable Margin" shall mean, at any date of calculation on or after the Fourth Amendment Date, the percentage corresponding to the applicable

Senior Funded Debt to Consolidated EBITDA Ratio as reported for the most recently concluded fiscal quarter of Borrower with respect to which Borrower has been required to report pursuant to Section 5.12(a) or 5.12(b) of this Agreement and as set forth in the calculations attached to the certificate delivered pursuant to Section 5.12(k) of this Agreement for such fiscal quarter:

<u>Senior Funded Debt to Consolidated EBITDA Ratio</u>	<u>Applicable Margin</u>
> 1.50:1.00	2.00%
£ 1.50:1.00 and > 0.75:1.00	1.75%
£ 0.75:1.00	1.50%

The Applicable Margin determined with respect to each fiscal quarter of Borrower shall apply from the date after the end of such fiscal quarter when the same is determined until the date after the end of the next succeeding fiscal quarter of Borrower when the Applicable Margin is determined with respect to such next succeeding fiscal quarter of Borrower.

“Maturity Date” shall mean the earlier to occur of (a) demand for full payment of the Obligations by Bank following the occurrence and continuation of an Event of Default under this Agreement or any other Loan Document (in the case of any Event of Default, subject to any applicable cure periods provided herein or therein), or (b) March 31, 2015.

2. Amendment to Section 2.04 of the Original Agreement. Section 2.04 of the Original Agreement is hereby amended by amending (i) the introductory language to Section 2.04 and (ii) Sections 2.04(a) and (b) to read in their entirety as follows:

Section 2.04 Fees. On or before the Fourth Amendment Date and from and after the Fourth Amendment Date, Borrower shall pay to Bank the following fees and charges, which fees shall be non-refundable and fully earned when paid (irrespective of whether this Agreement is terminated thereafter):

(a) Commitment Fee. On or before the Fourth Amendment Date, Borrower shall pay Bank in respect of the Revolving Loan Commitment a commitment fee in the amount of 0.20% of the Revolving Loan Commitment (*i.e.* \$60,000).

(b) Unused Line Fee. From and after the Fourth Amendment Date, on the last day of each month in arrears during the term of this Agreement, Borrower shall pay Bank an unused line fee in an amount equal to 0.15% per annum times the result of (i) the Revolving Loan Commitment less (ii) the average Daily Balance of the Loans that were outstanding under the Revolving Loan Commitment during the immediately preceding month (*i.e.* an annual unused line fee of \$45,000 if no Loans are outstanding during the year following the Fourth Amendment Date).

3. Amendment to Section 8.03 of the Original Agreement. Section 8.03 of the Original Agreement is hereby amended by amending the notice information for Borrower to read as follows:

If to Borrower: FARO TECHNOLOGIES, INC.
250 Technology Park
Lake Mary, Florida 32746
Attention: Jay Freeland
Telecopier: (407) 333-4181

with a copy to: ALSTON & BIRD LLP
1201 West Peachtree Street
Atlanta, Georgia 30309
Attention: David C. Lowance, Jr., Esq.
Telecopier: (404) 253-8288

4. Representations and Reaffirmations of Borrower.

(a) Representations and Warranties.

(i) Borrower represents and warrants that this Fourth Amendment has been duly authorized by all necessary action on the part of Borrower, has been duly executed and delivered by Borrower and constitutes a valid and binding agreement of Borrower enforceable against Borrower in accordance with its terms.

(ii) Borrower represents and warrants that at the time of and immediately after giving effect to this Fourth Amendment, all representations and warranties of Borrower set forth in the Loan Documents are true and correct in all material respects on and as of the date of this Fourth Amendment, in each case before and after giving effect thereto, except to the extent made as of a specific date (in which case such representations and warranties shall be true and correct in all material respects as of such date).

(iii) Borrower represents and warrants that on and as of the date hereof, both before and after giving effect to this Fourth Amendment, no Default or Event of Default exists, and that all conditions precedent set forth in Section 5 of this Fourth Amendment have been satisfied.

(b) Reaffirmation of Loan Documents. Except as expressly amended by this Fourth Amendment, all provisions of the Loan Documents are reaffirmed and shall remain in full force and effect.

5. Conditions Precedent. This Fourth Amendment shall be effective as of the date first set forth above upon the satisfaction of the following conditions precedent in a manner acceptable to Bank:

(a) Borrower shall have duly executed and delivered to Bank this Fourth Amendment;

(b) The Domestic Subsidiaries shall have duly executed and delivered to Bank the Consent of Domestic Subsidiaries to Fourth Amendment to Amended and Restated Loan Agreement and Reaffirmation of Loan Documents attached hereto;

(c) Borrower shall have paid to Bank all fees, expenses, and other amounts owing to Bank required to be paid by Borrower; and

(d) Borrower shall have caused there to be delivered to Bank an opinion of counsel to Borrower and the Domestic Subsidiaries reasonably satisfactory to Bank to the effect that:

(i) this Fourth Amendment has been duly authorized by all necessary action on the part of Borrower, has been duly executed by Borrower, and constitutes a valid and binding agreement of Borrower enforceable against Borrower in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; and

(ii) the Consent of Domestic Subsidiaries to Fourth Amendment to Amended and Restated Loan Agreement and Reaffirmation of Loan Documents attached hereto has been duly authorized by all necessary action on the part of each of the Domestic Subsidiaries, has been duly executed by each of the Domestic Subsidiaries, and constitutes a valid and binding agreement of each of the Domestic Subsidiaries enforceable against such Domestic Subsidiary in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

6. Incorporation of Miscellaneous Provisions of the Original Agreement. The miscellaneous provisions set forth in Sections 8.02 through 8.08 and 8.10 through 8.21 of the Original Agreement (including, without limitation, the WAIVER OF JURY TRIAL set forth in Section 8.20 of the Original Agreement) are incorporated by reference into this Fourth Amendment, except that, for purposes of this Fourth Amendment, all references to "this Agreement" in said Sections shall be deemed to refer to "this Fourth Amendment."

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

WITNESSES:

/s/ Tony Gonzalez
Print Name: Tony Gonzalez

/s/ Keith S. Bair
Print Name: Keith S. Bair
Two witnesses as to Borrower

/s/ Nancy L. Setteducati
Print Name: Nancy L. Setteducati

/s/ Keith S. Bair
Print Name: Keith S. Bair
Two witnesses as to Bank

“BORROWER”

FARO TECHNOLOGIES, INC., a Florida corporation

By: /s/ Jay W. Freeland
Jay W. Freeland
President and Chief Executive Officer

(CORPORATE SEAL)

“BANK”

SUNTRUST BANK

By: /s/ Andrew Lee
Andrew Lee
First Vice President