

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 the earliest event reported)

November 21, 2008

**FARO TECHNOLOGIES, INC.**  
(Exact Name of Registrant as Specified in Its Charter)

Florida  
(State or Other Jurisdiction  
of Incorporation)

0-20381  
(Commission File  
Number)

59-3157093  
(IRS Employer  
Identification No.)

125 Technology Park, Lake Mary, Florida  
(Address of Principal Executive Offices)

32746  
(Zip Code)

(407) 333-9911

(Registrant's Telephone Number, Including Area Code)

(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))

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

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

On November 21, 2008, FARO Technologies, Inc. (the "Company") entered into a First Amendment (the "First Amendment") to the Amended and Restated Loan Agreement, dated as of July 11, 2006, between the Company and SunTrust Bank (the "Loan Agreement"). The Loan Agreement provides for a revolving loan commitment of \$30 million.

As described below, the Company announced on November 24, 2008 the approval of a share repurchase program for up to \$30 million. The First Amendment provides that so long as no default or event of default (each as defined in the Loan Agreement) has occurred and is continuing or would result therefrom, the Company may make payments for the repurchase of outstanding capital stock of the Company in an aggregate amount not to exceed \$50 million during the term of the Loan Agreement. The other material provisions of the Loan Agreement remain unchanged.

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

**Item 8.01 Other Events**

On November 24, 2008, the Company issued a press release announcing that its Board of Directors has approved a share repurchase program. Under the share repurchase program the Company is authorized to acquire up to \$30 million of the Company's common stock. Acquisitions for the share repurchase program will be made from time to time at prevailing prices as permitted by securities laws and other legal requirements, and subject to market conditions and other factors. The share repurchase program may be discontinued at any time. A copy of the press release is attached hereto as Exhibit 99.1, and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(a) *Financial Statements of Businesses Acquired.*

Not applicable.

(b) *Pro Forma Financial Information.*

Not applicable.

(c) *Shell Company Transactions.*

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Not applicable.

(d) *Exhibits.*

See the Exhibit Index set forth below for a list of exhibits included with this Current Report on Form 8-K.

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**Signature**

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

**FARO Technologies, Inc.**

\_\_\_\_\_  
(Registrant)

Date: **November 24, 2008**

**By: /s/ Jay W. Freeland**

\_\_\_\_\_  
Jay W. Freeland

President and Chief Executive Officer

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## EXHIBIT INDEX

### Exhibit Number

### Description

10.1	First Amendment to Amended and Restated Loan Agreement, dated November 21, 2008, between FARO Technologies, Inc. and SunTrust Bank
99.1	Press release issued by FARO Technologies, Inc. dated November 20, 2008

**FIRST AMENDMENT**  
**TO**  
**AMENDED AND RESTATED LOAN AGREEMENT**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT** (this "Amendment") is entered into as of the \_\_\_ day of November, 2008, 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 (the "Original Agreement").

**WITNESSETH:**

**WHEREAS**, Borrower has asked Bank agree to certain modifications to the terms of the Original Agreement, and Bank is willing to agree to modifications as set forth in this 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.** The following terms shall have the respective meanings as follows:

"Agreement," as used herein and in the Original Agreement, shall mean the Original Agreement as amended by this Amendment.

2. **Amendment to Section 6.05 of the Original Agreement.** Section 6.05 of the Original Agreement is hereby amended to read in its entirety as follows:

**Section 6.05**      **Dividends.** Except with respect to Dividends payable to Borrower, declare or pay any Dividends; or purchase, redeem, retire, or otherwise acquire for value any of its capital stock now or hereafter outstanding, or allocate or otherwise set apart any sum for the payment of any Dividends, or for the purchase, redemption, or retirement of any shares of its capital stock. Notwithstanding the foregoing:

(a)            Borrower is permitted to pay or distribute Dividends to its shareholders provided that Borrower has satisfied (and is projected to continue satisfying) the financial covenants set forth in Section 5.13, and no other Default or Event of Default has occurred or is continuing, or would result from the making thereof.

(b)            So long as no Default or Event of Default has occurred and is continuing or would result therefrom, Borrower may make payments for the repurchase of outstanding capital stock of Borrower in an aggregate amount not to exceed \$50,000,000 during the term of this Agreement.

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3. **Limited Scope.** Except as expressly amended hereby, all provisions of the Original Agreement shall remain in full force and effect.

4. **Governing Law.** This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida applicable to agreements made and to be performed wholly within the State of Florida without reference to the conflicts of law provisions thereof that may cause the application of the laws of another jurisdiction.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed an original.

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

WITNESSES:

**“BORROWER”**

FARO TECHNOLOGIES, INC., a Florida corporation

By: \_\_\_\_\_  
Jay W. Freeland  
President and Chief Executive Officer

(CORPORATE SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Two witnesses as to Borrower

**“BANK”**

SUNTRUST BANK

By: \_\_\_\_\_  
Andrew Lee  
First Vice President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Two witnesses as to Bank

TO BUSINESS AND TECHNOLOGY EDITORS:

FARO Announces \$30 Million Share Repurchase Program

LAKE MARY, Fla., Nov. 24 /PRNewswire-FirstCall/ -- FARO Technologies, Inc. (Nasdaq: FARO) announced today that its Board of Directors approved a program to acquire up to \$30 million of the Company's common stock.

"Our strong balance sheet combined with continuing strong cash flows enable us to return value to our shareholders with this repurchase program," said Jay Freeland, FARO's President & Chief Executive Officer. "The current stock price levels provide a compelling argument for a stock repurchase and reflect our confidence in the company's long-term growth prospects. The repurchase will not affect our ongoing growth strategies, both organically and inorganically. This is simply a reflection on our view of the strength of this company."

The company expects to repurchase shares from time to time depending on market conditions, subject to trading restrictions and other legal requirements. The program may be discontinued at any time.

This press release contains forward-looking statements (within the meaning of the Private Securities Litigation Reform Act of 1995) that are subject to risks and uncertainties, such as statements about our plans, objectives, projections, expectations, assumptions, strategies, or future events. Statements that are not historical facts or that describe the Company's plans, objectives, projections, expectations, assumptions, strategies, or goals are forward-looking statements. In addition, words such as "may," "believes," "anticipates," "expects," "intends," "plans," "seeks," "estimates," "will," "should," "could," "projects," "forecast," "target," "goal," and similar expressions or discussions of our strategy or other intentions identify forward-looking statements. Other written or oral statements, which constitute forward-looking statements, also may be made by the Company from time to time. Forward-looking statements are not guarantees of future performance and are subject to various known and unknown risks, uncertainties, and other factors that may cause actual results, performances, or achievements to differ materially from future results, performances, or achievements expressed or implied by such forward-looking statements. Consequently, undue reliance should not be placed on these forward-looking statements.

Factors that could cause actual results to differ materially from what is expressed or forecasted in forward-looking statements include, but are not limited to the risks detailed in the Company's Annual Report on Form 10-K and other filings from time to time with the Securities and Exchange Commission.

Forward-looking statements in this release represent the Company's judgment as of the date of this release. The Company undertakes no obligation to update publicly any forward-looking statements, whether as a result of new information, future events, or otherwise.

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## About FARO

With approximately 18,000 installations and 8,600 customers globally, FARO Technologies, Inc. designs, develops, and markets portable, computerized measurement devices and software used to create digital models -- or to perform evaluations against an existing model -- for anything requiring highly detailed 3-D measurements, including part and assembly inspection, factory planning and asset documentation, as well as specialized applications ranging from surveying, recreating accident sites and crime scenes to digitally preserving historical sites.

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FARO's technology increases productivity by dramatically reducing the amount of on-site measuring time, and the various industry-specific software packages enable users to process and present their results quickly and more effectively.

Principal products include the world's best-selling portable measurement arm -- the FaroArm; the world's best-selling laser tracker -- the FARO Laser Tracker X and Xi; the FARO Laser ScanArm; FARO Photon Laser Scanners; the FARO Gage, Gage-PLUS and PowerGAGE; and the CAM2 Q family of advanced CAD-based measurement and reporting software. FARO Technologies is ISO-9001 certified and ISO-17025 laboratory registered.