

**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): June 17, 2019

FARO TECHNOLOGIES, INC.

(Exact name of registrant as specified in its 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))

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 \$.001	FARO	Nasdaq Global Select Market

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Addendum to Amended and Restated Employment Agreement with Kathleen J. Hall

On June 17, 2019, FARO Technologies, Inc. (the “Company”) entered into an Addendum to Amended and Restated Employment Agreement with Kathleen J. Hall (the “Addendum”). Pursuant to the terms of the Addendum, which amends the terms of the Amended and Restated Employment Agreement between the Company and Ms. Hall entered into on April 27, 2016 (the “Employment Agreement”), the severance pay that Ms. Hall is entitled to receive if her employment is terminated by the Company other than for cause or disability, by the Company providing written notice of non-extension of the employment period set forth in the Employment Agreement or by Ms. Hall’s resignation for good reason is increased from 12 months of her base salary payable in equal installments over a period of 12 months to 18 months of her base salary payable in equal installments over a period of 18 months.

This summary is not intended to be complete and is qualified in its entirety by reference to the Addendum, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

EXHIBIT INDEX

Exhibit Number	Description
<u>10.1</u>	<u>Addendum to Amended and Restated Employment Agreement between FARO Technologies, Inc. and Kathleen J. Hall dated June 17, 2019</u>

SIGNATURE

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)

June 18, 2019

/s/ Jody S. Gale

By: Jody S. Gale
Its: Senior Vice President, General Counsel & Secretary

THIS ADDENDUM TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (“**Addendum**”) is made and entered into on June 17, 2019 by and between FARO Technologies, Inc., a Florida corporation (the “**Company**”), and Kathleen J. Hall (“**Executive**”) to amend and modify that certain Amended and Restated Employment Agreement by and between the Company and Executive entered into on April 27, 2016 (the “**Agreement**”).

1. Paragraph 7(a)(ii) of the Agreement is hereby deleted and replaced with the following:

“(ii) the Company shall pay to Executive severance equal to eighteen (18) months of Executive’s Base Salary, payable in approximately equal installments over a period of eighteen (18) months, the first payment to be made within the first sixty (60) days after the Date of Termination (such first payment date during such period to be determined exclusively by the Company), or such later date as may be required pursuant to Section 11, and with monthly payments thereafter in accordance with the Company’s normal payroll practices; provided, that (A) within 45 days after the Date of Termination Executive shall have executed a general release of claims and covenant not to sue in favor of the Company and its affiliates, in the form provided by the Company and such release shall not have been revoked within any revocation period specified in such release, and (B) Executive complies with the Non-Competition Addendum, dated as of July 15, 2013. Each installment payment shall be considered a separate payment, as described in Treas. Reg. Section 1.409A-2(b)(2), for purposes of Section 409A of the Code;”

2. Except as set forth in this Addendum, all other terms of the Agreement shall remain the same.

IN WITNESS WHEREOF, Executive has hereunto set Executive’s hand and, pursuant to the authorization from the Board, the Company has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

Executive:

/s/ Kathleen J. Hall
Kathleen J. Hall

FARO Technologies, Inc.

/s/ Michael Burger
Michael Burger
President and CEO