

**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 9, 2023

Applied Optoelectronics, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-36083
(Commission File Number)

76-0533927
(IRS Employer Identification No.)

13139 Jess Pirtle Blvd.
Sugar Land, Texas 77478
(Address of principal executive offices) (Zip Code)

(281) 295-1800
(Registrant's telephone number, including area code)

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)	Trading Name of each exchange on which registered
Common Stock, Par value \$0.001	AAOI	NASDAQ Global 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 1.01 Entry into a Material Definitive Agreement.

On June 9, 2023, Applied Optoelectronics, Inc. (the “Company”), entered into a Third Amendment to Lease (the “Amendment”) with Albany Road-Breck Exchange, LLC (the “Lessor”), successor-in-interest to ROIB2 Breckinridge, LLC, covering Suite 112 (the “Existing Premise”) located in 3305 Breckinridge Boulevard, Duluth, Georgia 30096 (the “Building”). The Amendment, effective as of June 9, 2023 (the “Effective Date”), amends: the original Lease between the Company and Lessor, dated November 5, 2015, subsequent First Amendment to Lease, dated October 8, 2018 and Second Amendment to Lease dated November 11, 2019, (collectively, the “Existing Lease”).

Pursuant to the Amendment, the Company and Lessor agree to extend the Existing Lease term from December 31, 2024 to December 31, 2025, representing a one-year extension. The Company further agrees to lease an additional 1,274 rentable square feet of office space located in Suite 114 of the Building from the Lessor (the “Expansion Premise”). Starting on July 1, 2023, the Existing Premise will be for all purposes under the Amendment expanded to include the Expansion Premise, increasing the total rentable square footage from 6,253 rentable square feet to 7,527 rentable square feet. From the Effective Date through and including June 30, 2023, base rent for the Existing Premise shall be as set forth in the Existing Lease. Base rent commencing on July 1, 2023 and continuing through and including December 31, 2025 shall be as follows:

Period	Monthly Base Rent
July 1, 2023 – Dec. 31, 2023	\$8,643.51
Jan. 1, 2024 – Dec. 31, 2024	\$8,902.81
Jan. 1, 2025 – Dec. 31, 2025	\$9,169.89

The foregoing description of the Amendment does not purport to be a complete statement of the parties’ rights and obligations under the Amendment and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and 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.

The information contained in Item 1.01 of this Current Report on Form 8-K with respect to the Amendment is incorporated by reference herein and made a part hereof.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 [Third Amendment to Lease, dated June 9, 2023, between Applied Optoelectronics, Inc. and Albany Road-Breck Exchange LLC.](#)

104 Cover Page Interactive File (the cover page tags are embedded within the Inline XBRL document)

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.

Date: June 14, 2023

Applied Optoelectronics, Inc.

By: /s/ David C. Kuo

Name: David C. Kuo

Senior Vice President and Chief Legal Officer

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this “**Third Amendment**”) is entered into as of the 9th day of June, 2023 (the “**Effective Date**”) by and between **ALBANY ROAD-BRECK EXCHANGE LLC**, a Delaware limited liability company (“**Lessor**”), and **APPLIED OPTOELECTRONICS, INC.**, a Delaware corporation (“**Lessee**”).

RECITALS

A. Lessor, as successor-in-interest to ROIB2 Breckinridge, LLC, and Lessee are parties to that certain Lease dated as of November 5 2015, as amended by that certain First Amendment to Lease dated as of October 8, 2018 and that certain Second Amendment to Lease dated as of November 11, 2019 (collectively, the “**Existing Lease**”), pursuant to which Lessee leases from Lessor certain premises known as Suite 112, containing approximately 6,253 rentable square feet in the building located at 3305 Breckinridge Boulevard, Duluth, Georgia 30096 (the “**Building**”), as more particularly described in the Existing Lease (the “**Existing Premises**”).

B. Lessee desires to lease from Lessor an additional 1,274 rentable square feet of space in Suite 114 of the Building (the “**Expansion Premises**”). The Expansion Premises are shown on the plan attached hereto as Exhibit A.

C. Lessor and Lessee have agreed (1) that Lessee shall lease the Expansion Premises upon the terms and conditions set forth in the Existing Lease, as modified pursuant to this Third Amendment, (2) to extend the Term, and (3) to make other revisions to the Existing Lease as expressly set forth herein.

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

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Existing Lease. The Existing Lease, as amended by this Third Amendment, is hereinafter referred to as the “**Lease**.”

2. **Extension of Term.** The Term of the Lease is hereby extended for a period of twelve (12) months, commencing on January 1, 2025 and, unless earlier terminated in accordance with the terms and conditions of the Lease, expiring on December 31, 2025. Landlord and Tenant hereby acknowledge and agree that Tenant has no further right or option to extend the term of the Lease.

3. **Expansion of Premises; Expansion Term.** As of July 1, 2023, (i) the Existing Premises will be for all purposes under the Lease expanded to include the Expansion Premises, and (ii) the “Premises” as set forth in the Existing Lease shall include a total of 7,527 rentable square feet in the Building.

4. **Base Rent.** From the Effective Date through and including June 30, 2023, Base Rent for the Existing Premises shall be as set forth in the Existing Lease. Base Rent for the Premises commencing on July 1, 2023 and continuing through and including December 31, 2025 shall be as follows:

Period	Base Rent per RSF	Annual Base Rent	Monthly Base Rent
July 1, 2023 – Dec. 31, 2023	\$13.78	\$103,722.06	\$8,643.51
Jan. 1, 2024 – Dec. 31, 2024	\$14.19	\$106,833.72	\$8,902.81
Jan. 1, 2025 – Dec. 31, 2025	\$14.62	\$110,038.73	\$9,169.89

5. **Additional Rent.** As of July 1, 2023, for the purpose of calculating CAM Charges, Tax Increase and insurance costs under the Lease, Lessee's share is 5.21% of the Project.

6. **Condition of the Premises.** Lessee acknowledges and agrees that (i) Lessee is leasing the Expansion Premises in their "AS IS," "WHERE IS" condition and with all faults, without representations or warranties, express or implied, in fact or by law, (ii) Lessor shall have no obligation to perform any work of construction or repair to render the Expansion Premises fit for use or occupancy, or for Lessee's particular purposes or to make them acceptable to Lessee, and (iii) Lessor shall not be obligated to provide any rental abatements, improvement allowances or other payments, credits or allowances of any kind with respect to this Third Amendment.

7. **Advance Base Rent.** Simultaneously with its execution and delivery of this Third Amendment, Lessee shall pay to Lessor an amount equal to the full month of Base Rent for the Expansion Premises as of July 1, 2023 (\$1,462.98).

8. **Lessor's Notice Address.** Notwithstanding anything to the contrary contained in the Existing Lease, notices to Lessor shall be sent to:

Albany Road – Breck Exchange LLC
c/o Albany Road Real Estate Partners
201 4th Avenue North, Suite 1250
Nashville, TN 37219
Attention: Asset Manager

9. **Brokerage.** Neither Lessor nor Lessee has dealt with any broker or agent in connection with the negotiation or execution of this Third Amendment other than NAI Brennan Goddard, representing Lessor (the "Broker"). Lessor and Lessee agree to indemnify each other against any costs incurred by the other party (including reasonable attorneys' fees) if the foregoing representation is untrue. Lessor shall pay any commissions and/or fees that are payable to the Broker with respect to this Third Amendment under the terms of a separate agreement.

10. **Ratification of Lease.** Except as amended and modified by this Third Amendment, all the terms, provisions, agreements, covenants and conditions of the Existing Lease are hereby affirmed and ratified. From and after the Effective Date, all references to the "Lease" shall mean the Existing Lease as amended hereby and to the extent that there any inconsistencies between this Third Amendment and the Lease, this Third Amendment shall control. Lessor and Lessee each hereby ratifies and confirms its obligations under the Lease, and represents and warrants to the other that, to its knowledge, it has no defenses thereto. Additionally, Lessor and Lessee further confirm and ratify that, as of the Effective Date, (a) Lessor and Lessee are and remain in good standing and the Lease is in full force and effect, and (b) neither Lessor nor Lessee has any knowledge of claims, counterclaims, set-offs or defenses against the other arising out of the Lease.

11. **Binding Effect/Entire Agreement.** The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document shall become effective and binding only upon the execution and delivery hereof by both Lessor and Lessee. This Third Amendment, together with Existing Lease, constitutes the entire agreement of the parties, and may not be amended except by written instrument signed by all parties. This Third Amendment shall have the effect of an agreement under seal and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Third Amendment may be executed in counterparts all of which taken together shall constitute an original executed document. Delivery of this Third Amendment may be accomplished by electronic facsimile or PDF reproduction ("**Electronic Delivery**"); if Electronic Delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Third Amendment to be duly executed, under seal, by persons hereunto duly authorized, as of the Effective Date.

LESSOR:

ALBANY ROAD-BRECK EXCHANGE LLC,
a Delaware limited liability company

By: Albany Road REF III Property Manager LLC,
a Delaware limited liability company,
its Manager

By: /s/ Christopher J. Knisley
Christopher J. Knisley, President

LESSEE:

APPLIED OPTOELECTRONICS, INC.,
a Delaware corporation

By: /s/ Stefan Murry
Name: Stefan Murry
Title: CFO

EXHIBIT A

PLAN OF EXPANSION PREMISE

