

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D. C. 20549**

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**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): July 21, 2014

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

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<b>Delaware</b>	<b>001-36083</b>	<b>76-0533927</b>
<b>(State or Incorporation)</b>	<b>(Commission File Number)</b>	<b>(I.R.S. Employer Identification No.)</b>

**13115 Jess Pirtle Blvd.**  
**Sugar Land, TX 77478**  
**(address of principal executive offices and zip code)**

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

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

On July 21, 2014, Applied Optoelectronics, Inc. (the “Company”) entered into a Third Amendment to Office Lease Agreement (the “Amendment”) with 12808 W. Airport, LLC (the “Lessor”) covering the premises located at 12808 W. Airport Blvd., Sugar Land, Texas 77478 (the “Premise”). The Amendment, which is effective as of July 21, 2014, amends that certain Office Lease Agreement dated May 11, 2012 between the Company and Lessor.

The Amendment adds an approximate of 1,715 square feet of additional office space, resulting in an aggregate of approximately 8,781 square feet of space. Pursuant to the Lease Amendment, Company agrees to lease the Premise for a 25-month term commencing on June 1, 2014 and ending on June 30, 2016. Additionally, Company agrees to pay a base monthly rent of \$2,786.88 to Lessor for the rental period between June 1, 2014 and May 31, 2015 and a base monthly rent of \$2,858.33 for the rental period between June 1, 2015 and June 30, 2016.

The foregoing description of the Amendment does not purport to be a complete statement of the parties’ right 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 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Third Amendment to Office Lease Agreement between the Applied Optoelectronics, Inc. and 12808 Airport, LLC dated July 21, 2014.

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**SIGNATURES**

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 hereunto duly authorized.

Date: July 25, 2014

**APPLIED OPTOELECTRONICS, INC.**

By: /s/ David C. Kuo  
Name: David C. Kuo,  
Title: General Counsel, Vice President and Secretary

**THIRD AMENDMENT TO OFFICE LEASE**

This Third Amendment to Office Lease (this “Third Amendment”) is made and entered into by and between **12808 W. Airport, LLC** (“Landlord”), and **Applied Optoelectronics, Inc.** (“Tenant”), to be dated on and as of the date on which the Landlord executes this Third Amendment (the “Effective Date”).

**WITNESSETH:**

WHEREAS, Landlord and Tenant heretofore executed and entered into that certain Office Lease (“Original Lease”), as amended by two amendments (the Original Lease as thereby amended collectively being herein referred as the “Lease”), pursuant to which Tenant currently leases from Landlord a total of approximately 7,066 rentable square feet (the “Original Premises”), comprised of Suite 175 on the first floor and Suite 285 on the second floor of 12808 W. Airport Blvd., Sugar Land, Texas 77478 (the “Building”) and being depicted on the attached floor plan as Exhibit “A”; and

WHEREAS, Landlord and Tenant desire to amend the Lease to, among other things, expand the Premises, all as more particularly described below;

NOW, THEREFORE, for and in consideration of the premises contained herein, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease is hereby ratified and amended as follows:

1. With the exception of the terms specifically amended herein, the Lease shall remain in full force and effect in accordance with all its terms. In the event of any conflict between the terms of this Third Amendment and the terms of the Lease, the terms of this Third Amendment shall supersede and control.
2. Landlord and Tenant hereby agree to lease Suite 375 on the third floor of the Building, expanding the Premises an additional 1,715 rentable square feet (the “Third Amendment Expansion Premises”) to a total of 8,781 rentable square feet (as depicted on the attached Exhibit “B”) for a term of twenty-five (25) months commencing on the “Third Amendment Commencement Date” upon and subject to all of the existing terms of the Lease, except as otherwise provided in this Third Amendment. The Third Amendment Commencement Date shall be June 1, 2014.
3. Effective on and as of the Third Amendment Commencement Date, and continuing through June 30, 2016 (the “Third Amendment Expiration Date”), the Basic Annual Rent payable with respect to the Third Amendment Expansion Premises is stipulated to be as follows:

<b>Rent Schedule</b>					
From	To	Months	\$/SF-YR	Monthly	
6/1/2014	5/31/2015	12	\$ 19.50	\$ 2,786.88	
6/1/2015	6/30/2016	13	\$ 20.00	\$ 2,858.33	

4. The Premises are accepted by Tenant in “as is” condition and configuration, and there are no representations or warranties of any kind, express or implied, by landlord regarding the Premises or the Building. All other improvements to the Premises shall be installed at Tenant’s expense only in accordance with plans and specifications and by contractors approved, in writing, by Landlord.
5. Tenant shall maintain its option to terminate the Lease (as to the Original Premises only) with sixty (60) days written notice to Landlord, if and only if Landlord executes a lease agreement for the Original Premises with a third party within sixty (60) days after receiving such written notice. If Landlord is unable to execute a lease agreement within sixty (60) days of receiving Tenant’s written notice to terminate, such termination shall be null and void.

6. Tenant currently has \$4,041.34 on file as a security deposit.

Landlord's address for Rent payments: 12808 W. Airport, LLC  
720 N. Post Oak Rd., suite 500  
Houston, Texas 77024

Landlord's address for all purposes other than rent payments: 720 N. Post Oak Rd., suite 500  
Houston, Texas 77024

All other provisions of the Lease shall remain the same.

Attested by:

/s/ Fred Chang  
TENANT (signature)

/s/ Fred Chang, Senior Vice  
TENANT (print name and title)

6/4/2014  
Date

Attested by:

**LANDLORD:** 12808 W. Airport, LLC

BY: Boxer Property Management Corp.  
A Texas Corporation  
Management Company for Landlord

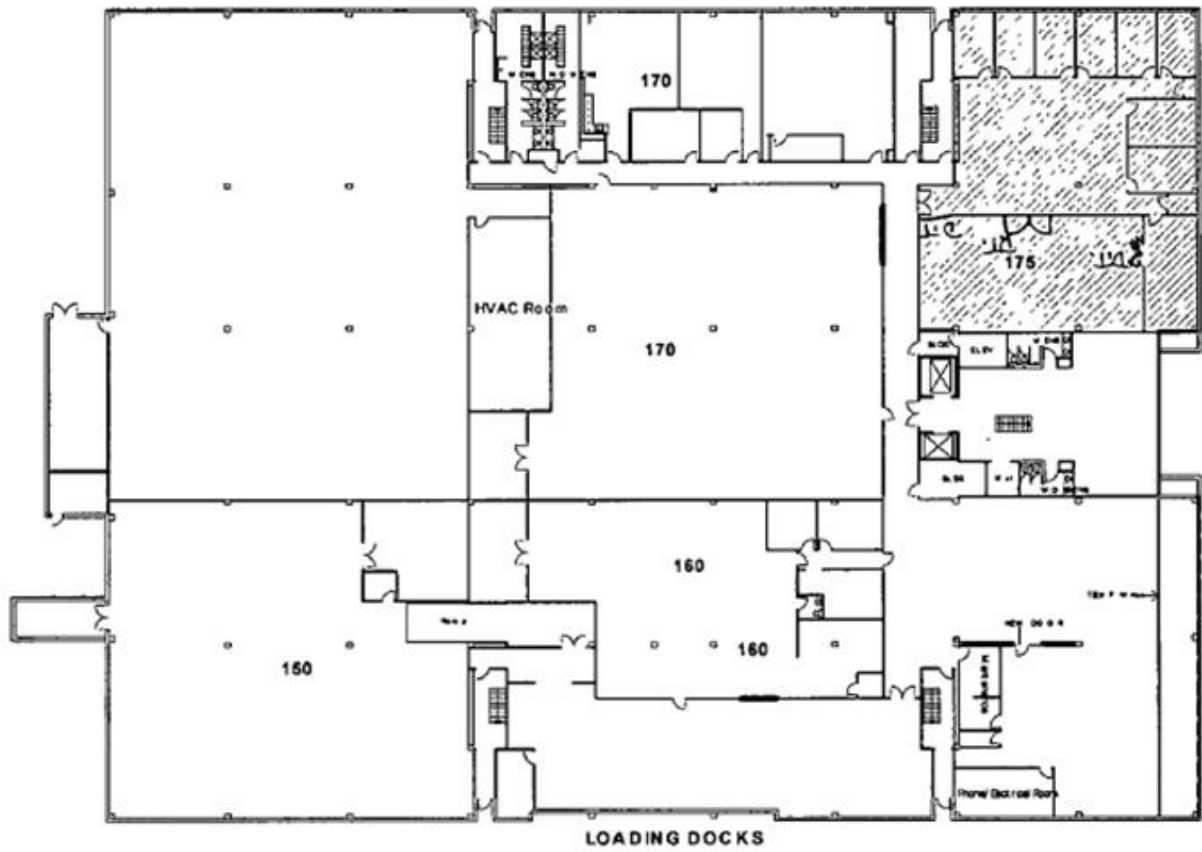
/s/ John Rentz, Vice President  
(signature and title)

7/21/2014  
Date

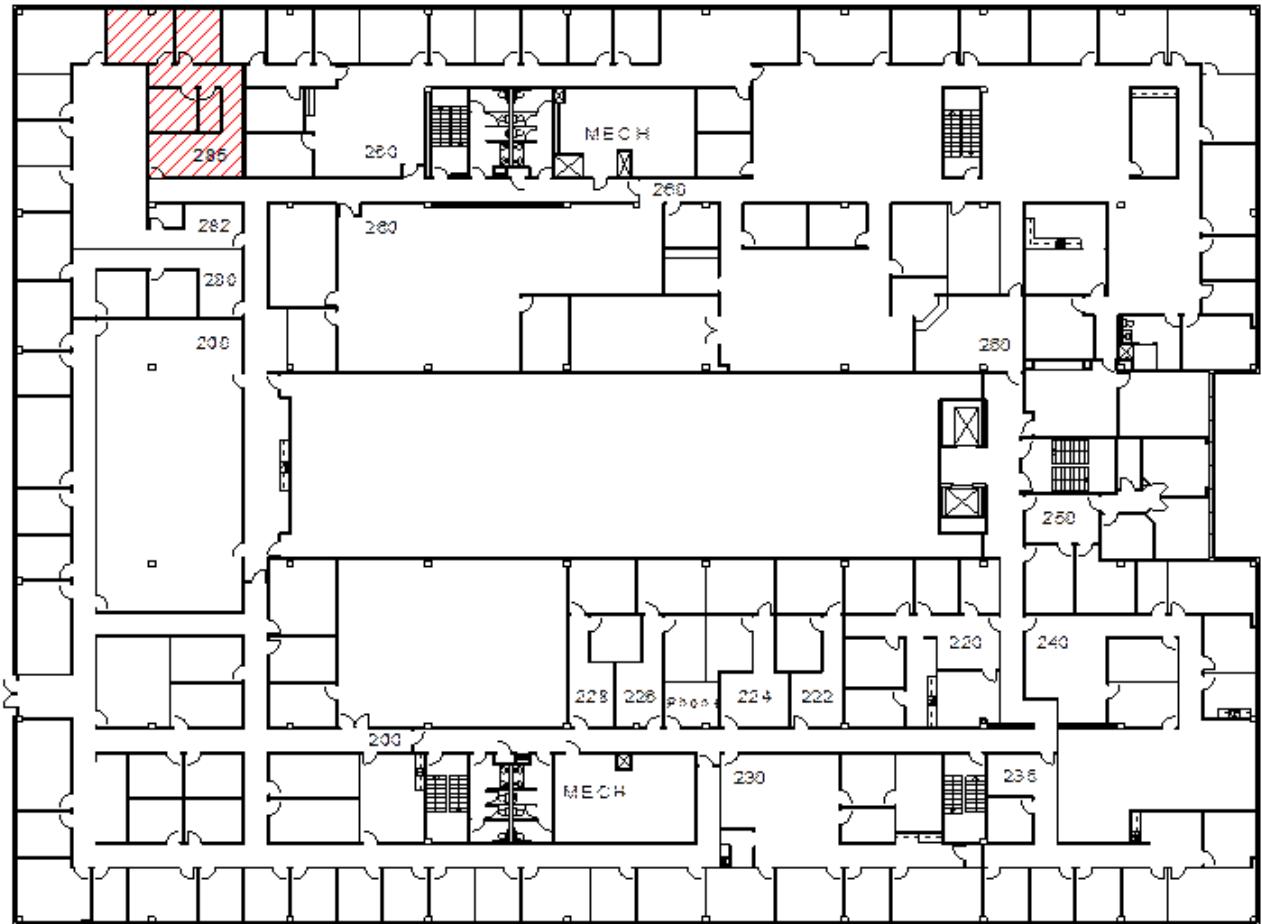
          /s/ H.L.C.            
**Tenant Initials**

Exhibit "A"

Original Premises



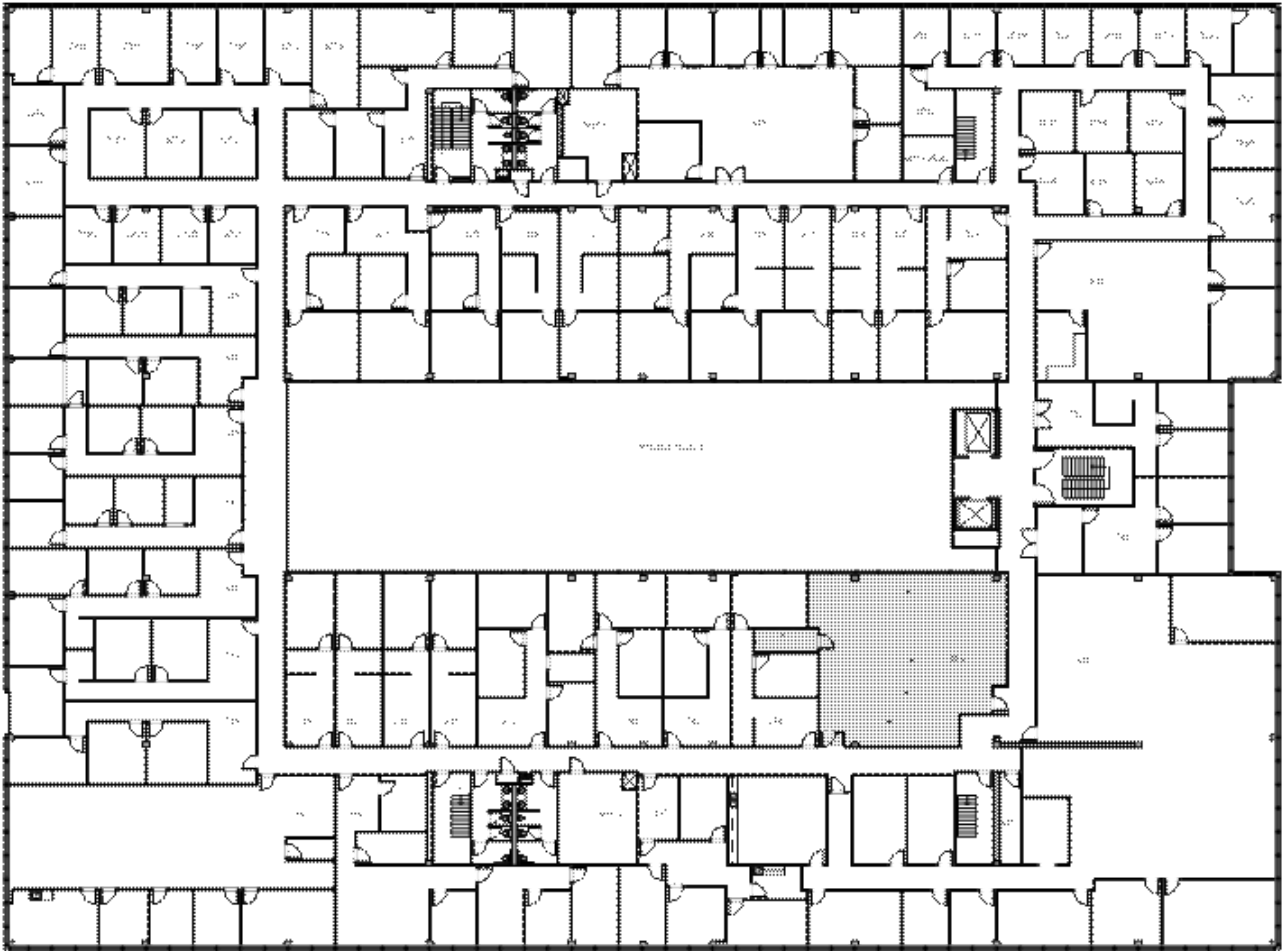
\_\_\_/s/ H.L.C. \_\_\_  
Tenant Initials



\_\_\_/s/ H.L.C. \_\_\_  
**Tenant Initials**

Exhibit "B"

Third Amendment Expansion Premises



\_\_\_\_/s/ H.L.C.\_\_\_\_  
Tenant Initials

**Tenant Representation Letter**

**Information about Brokerage Services**

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner’s agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer’s agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

**IF THE BROKER REPRESENTS THE OWNER:**

The broker becomes the owner’s agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of sub agency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner’s agent anything the buyer would not want the owner to know because an owner’s agent must disclose to the owner any material information known to the agent.

**IF THE BROKER REPRESENTS THE BUYER:**

The broker becomes the buyer’s agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer’s agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer’s agent anything the owner would not want the buyer to know because a buyer’s agent must disclose to the buyer any material information known to the agent.

**IF THE BROKER ACTS AS AN INTERMEDIARY:**

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker’s obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction: (1) shall treat all parties honestly; (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner; (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property. With the parties’ consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party. If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker’s obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

**TENANT REPRESENTATION**

Tenant certifies that \_\_\_\_\_ (broker) represents Tenant in the negotiation and/or site selection of commercial space for lease.

\_\_\_\_\_  
TENANT (signature)

\_\_\_\_\_  
TENANT (print name and title)

\_\_\_\_\_  
Date

\_\_\_\_/s/ H.L.C.\_\_\_\_  
**Tenant Initials**