

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, 2015

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

Delaware
(State or Incorporation)

001-36083
(Commission File Number)

76-0533927
(I.R.S. Employer Identification No.)

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)

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 June 17, 2015, Applied Optoelectronics, Inc. (the “Company”) entered into a Fourth Amendment to the Office Lease Agreement (the “Fourth Amendment”) with 12808 W. Airport, LLC (the “Lessor”) covering the premises located at 12808 W. Airport Blvd., Sugar Land, Texas 77478 (the “Rented Premise”). The Fourth Amendment, which is effective as of June 17, 2015, amends the Original Office Lease Agreement dated May 11, 2012 between the Company and Lessor (the “Original Lease”).

Subsequent to the execution of the Original Lease, Lessor and Company entered into multiple amendments, including the First Amendment to the Office Lease dated June 15, 2012, the Second Amendment to the Office Lease dated February 18, 2014, and the Third Amendment to the Office Lease dated July 21, 2014, pursuant to which, the Company, prior to the execution of the Fourth Amendment, leased from Lessor office space totaling approximately 8,781 square feet, comprised of the following:

- a) the “Original Premises” consisting of 6,062 square feet of office space in Suite 175,
- b) the “Second Amendment Expansion Premises” consisting of 1,004 square feet of office space in Suite 285, and;
- c) the “Third Amendment Expansion Premises” consisting of 1,715 square feet of office space in Suite 375.

Under the terms of the Fourth Amendment, Company will terminate the Second Amendment Expansion Premise, reducing the total Rented Premise by 1,004 square feet. Company will rent additional office space, in Suite 350, expanding the Rented Premises by 6,898 square feet (the “Fourth Amendment Expansion Premises”) increasing the Rented Premise to a total aggregate of 14,675 square feet.

Pursuant to the Fourth Amendment, the Company agrees to lease the Rented Premise for a 13-month term commencing on June 1, 2015 and ending on June 30, 2016. Company agrees to pay Lessor a base monthly rent of \$7,577.50 per month for the Original Premises; \$2,858.33 per month for the Third Amendment Expansion Premises; and \$11,496.67 per month for the Fourth Amendment Expansion Premises. Company will pay the Lessor a total monthly rent obligation of \$21,932.50 for 13 months.

The foregoing description of the Amendment does not purport to be a complete statement of the parties’ right and obligations under the Fourth Amendment and is qualified in its entirety by reference to the full text of the Fourth 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	Fourth Amendment to Office Lease Agreement between the Applied Optoelectronics, Inc. and 12808 Airport, LLC dated June 17, 2015.

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:

APPLIED OPTOELECTRONICS, INC.

June 23, 2015

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

FOURTH AMENDMENT TO OFFICE LEASE

This Fourth Amendment to Office Lease (this "Fourth 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 Fourth Amendment (the "Effective Date").

WITNESSETH:

WHEREAS, Landlord and Tenant heretofore executed and entered into that certain Office Lease dated May 11, 2012 ("Original Lease"), that certain First Amendment to the Lease (the "First Amendment") dated June 15, 2012, that certain Second Amendment to Office Lease (the "Second Amendment") dated February 18, 2014, and that certain Third Amendment to Office Lease (the "Third Amendment") dated July 21, 2014 (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 8,781 rentable square feet, comprised of the following: a) the "Original Premises" consisting of 6,062 square feet of Rentable Area in Suite 175 on the First Floor, b) the "Second Amendment Expansion Premises" consisting of 1,004 square feet of Rentable Area in Suite 285 on the Second Floor, c) the "Third Amendment Expansion Premises" consisting of 1,715 square feet of Rentable Area in Suite 375 on the Third Floor of 12808 W. Airport Sugar Land, Texas 77478 (the "Building") (the Original Premises, the Second Amendment Expansion Premises and the Third Amendment Expansion Premises being collectively defined as the "Premises" and being depicted on the attached floor plan as Exhibit "A-1" and "A-2").

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 Fourth Amendment and the terms of the Lease, the terms of this Fourth Amendment shall supersede and control.
2. Landlord and Tenant hereby agree to reduce the Premises by 1,004 rentable square feet in Suite 285, the Second Amendment Expansion Premises.
3. Landlord and Tenant hereby agree to expand the Premises by an additional 6,898 rentable square feet in Suite 350 (the "Fourth Amendment Expansion Premises") to a total of 14,675 rentable square feet (as depicted on the attached Exhibit "A1-A2") for a term of 13 months commencing on the June 1, 2015 (the "Fourth Amendment Commencement Date") through June 30, 2016 (the "Fourth Amendment Expiration Date") upon and subject to all of the existing terms of the Lease, except as otherwise provided in this Fourth Amendment.
 - a. Effective on and as of Fourth Amendment Commencement Date, and continuing through the Fourth Amendment Expiration Date, the Basic Annual Rent payable with respect to Suite 175, the Original Premises is stipulated to be as follows:

Rent Schedule					
From	To	Months	\$/SF-YR	Monthly	Cumulative
6/1/2015	6/30/2016	13	\$ 15.00	\$ 7,577.50	\$98,507.50

- b. Effective on and as of Fourth Amendment Commencement Date, and continuing through the Fourth Amendment Expiration Date, the Basic Annual Rent payable with respect to Suite 375, the Third Amendment Expansion Premises is stipulated to be as follows:

Rent Schedule					
From	To	Months	\$/SF-YR	Monthly	Cumulative
6/1/2015	6/30/2016	13	\$ 20.00	\$ 2,858.33	\$37,158.29

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Tenant Initials

c. Effective on and as of Fourth Amendment Commencement Date, and continuing through the Fourth Amendment Expiration Date, the Basic Annual Rent payable with respect to Suite 350, the Fourth Amendment Expansion Premises is stipulated to be as follows:

Rent Schedule					
From	To	Months	\$/SF-YR	Monthly	Cumulative
6/1/2015	6/30/2016	13	\$ 20.00	\$ 11,496.67	\$149,456.71

4. 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: Attested by:

/s/ Hung-Lun (Fred) Chang
TENANT (signature)

LANDLORD: 12808 W. Airport LLC

Hung-Lun (Fred) Chang, SVP
TENANT (print name and title)

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

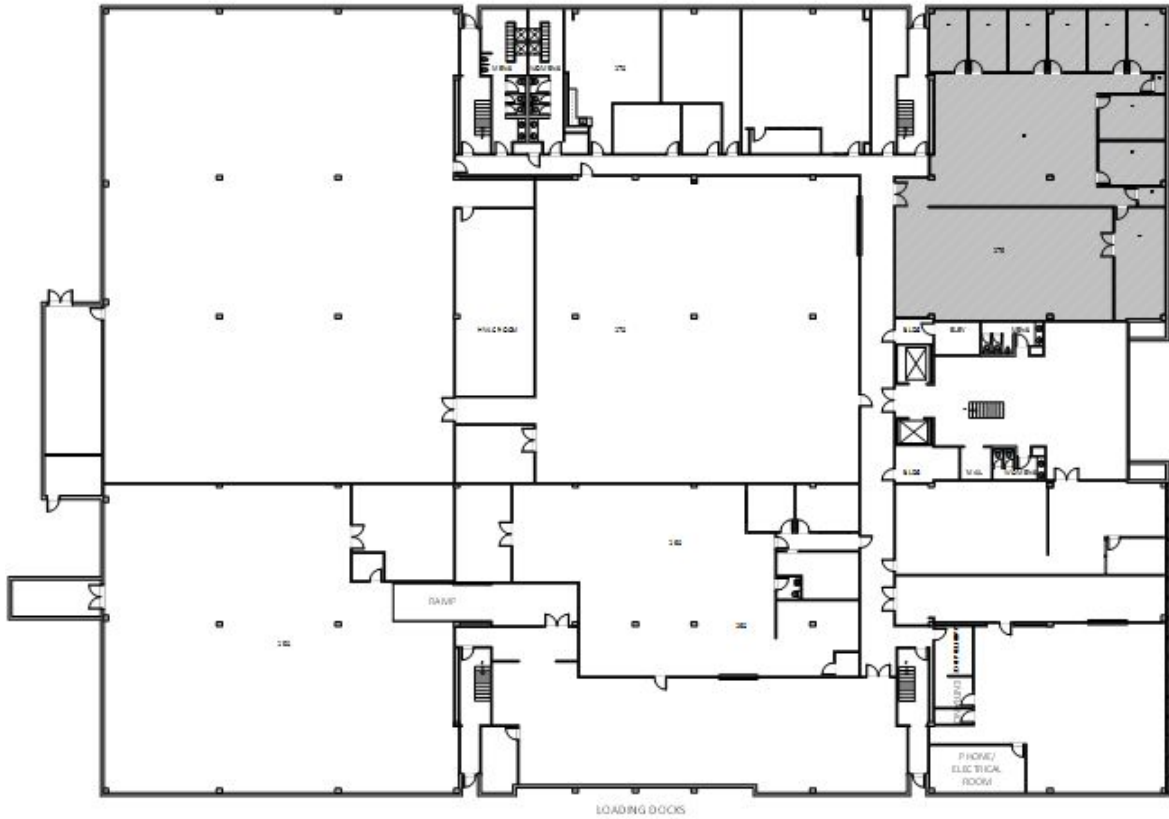
2015-6-17
Date

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

2015-6-17
Date

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Exhibit "A-1"
First Floor
Suite 175



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Tenant Initials

Exhibit "A-2"
3rd Floor
Suite 350 & 375



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 NONE (broker) represents Tenant in the negotiation and/or site selection of commercial space for lease.

/s/ Hung-Lun (Fred) Chang

TENANT (signature)

Hung-Lun (Fred) Chang, SVP

TENANT (print name and title)

2015-6-17

Date

H.L.C.

Tenant Initials