

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): **September 28, 2018**

FORMFACTOR, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

000-50307
(Commission File Number)

13-3711155
(I.R.S. Employer
Identification Number)

7005 Southfront Road
Livermore, CA 94551
(Address of Principal Executive Offices)

(925) 290-4000
(Registrant's telephone number, including area code)

Not Applicable
(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))

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 September 28, 2018, FormFactor, Inc. (the “Company”) entered into a Third Amendment (the “Third Amendment”) dated as of October 1, 2018 to its Lease Agreement dated October 5, 2004 with MOHR PCC, LP (the “Landlord”), as the successor-in-interest to Greenville Investors, L.P., under which the Company agreed to extend the term of its lease of Pacific Corporate Center (the “Center”) Building 6, located at 7501 Lawrence Drive, Livermore, California, (“Building 6”), to December 31, 2028.

Also on September 28, 2018, the Company entered into a Fourth Amendment (the “Fourth Amendment”) dated as of October 1, 2018 to its Lease Agreement dated May 3, 2001 with the Landlord, as the successor-in-interest to Greenville Investors, L.P., under which the Company and Landlord agreed to (i) extend the term of the Company’s lease of certain space located at 7005 South Front Road (“Building 1”), 7401 Longard Road (“Building 2”) and 501 Lawrence Drive (“Building 3”) in Livermore, California, to December 31, 2028, (ii) eliminate the Company’s option to terminate early the leases of Building 1 and Building 2 and (iii) provide the Company with an allowance of \$500,000 by the Landlord, which the Company may elect to either apply against the base rent or be paid directly.

The monthly base rent payments set by the Third Amendment and Fourth Amendment will commence on January 1, 2028.

The above summaries of the Third Amendment and Fourth Amendment are qualified in their entirety by reference to the terms and provisions of each agreement, which are attached hereto as Exhibit 10.1 and 10.2, respectively, and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

The following items are filed as an exhibit to this Current Report on Form 8-K:

Exhibit No.	Description
10.1	<u>Third Amendment, dated October 1, 2018, between FormFactor, Inc. and MOHR PCC, LP, to Pacific Corporate Center Lease, dated October 5, 2004, by and between Greenville Investors, L.P. and FormFactor, Inc.</u>
10.2	<u>Fourth Amendment, dated October 1, 2018, between FormFactor, Inc. and MOHR PCC, LP, to Pacific Corporate Center Lease, dated May 3, 2001, by and between Greenville Investors, L.P. and FormFactor, Inc.</u>

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: September 28, 2018

FORMFACTOR, INC.

By: /s/ Jason Cohen
Name: Jason Cohen
Title: Vice President,
General Counsel and Secretary

THIRD AMENDMENT TO PACIFIC CORPORATE CENTER LEASE

This Third Amendment to Pacific Corporate Center Lease (this "**Amendment**") is dated effective October 1, 2018, between MOHR PCC, LP, a Texas limited partnership ("**Landlord**"), and FORM FACTOR, INC., a Delaware corporation ("**Tenant**"), for the purpose of amending the Pacific Corporate Center Lease between Landlord's predecessor-in-interest and Tenant dated October 5, 2004 (the "**Original Lease**"). The Original Lease, as amended by a First Amendment to Building 6 Lease dated August 16, 2006 (the "**First Amendment**"), and a Second Amendment to Pacific Corporate Center Lease dated December 19, 2016 (the "**Second Amendment**"), is referred to herein as the "**Lease**". Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

RECITALS:

Pursuant to the terms of the Lease, Tenant is currently leasing Building 6 of the Pacific Corporate Center, consisting of approximately 49,742 square feet of gross leasable area, having an address of 7501 Lawrence Drive, Livermore, California (the "**Premises**"). Tenant desires to extend the Term to expire on December 31, 2028, and Landlord has agreed to such extension on the terms and conditions contained herein.

AGREEMENTS:

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. **Extension of Term.** The Term is hereby extended such that it expires at 5:00 p.m., Livermore, California time, on December 31, 2028, on the terms and conditions of the Lease, as modified hereby. Tenant shall continue to have rights to extend the Term in accordance with the terms of Section A-2.1 of the Addendum to Lease attached to the Original Lease and Section 10 of the First Amendment which shall continue unmodified.

2. **Base Rent.** Beginning January 1, 2028, the monthly Base Rent shall be the following amounts for the following periods of time:

Time Period	Monthly Base Rent Rate Per Square Foot	Monthly Installments of Base Rent
1/1/28 – 12/31/28	\$1.41	\$70,136.22

3. **Condition of Premises.** Tenant hereby accepts the Premises in their "**AS-IS**" condition, and Landlord shall have no obligation for any construction or finish-out allowance or providing to Tenant any other tenant inducement.

4. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

5. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) except as expressly provided for in this Amendment, all tenant finish-work allowances provided to Tenant under the Lease or otherwise, if any, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto.

6. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State in which the Premises are located.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Executed as of the date first written above.

LANDLORD:

MOHR PCC, LP,
a Texas limited partnership

By: Mohr PCC GP, LLC,
a Delaware limited liability company,
its general partner

By: /s/ Robert A. Mohr
Name: Robert A. Mohr
Title: Manager

TENANT:

FORMFACTOR, INC.,
a Delaware corporation

By: /s/ Matthew Losey
Name: Matthew Losey
Title: General Manager

FOURTH AMENDMENT TO PACIFIC CORPORATE CENTER LEASES

(BUILDINGS 1, 2 AND 3)

This Fourth Amendment to Pacific Corporate Center Leases (this "**Amendment**") is dated effective October 1, 2018 (the "**Effective Date**"), between MOHR PCC, LP, a Texas limited partnership ("**Landlord**"), and FORM FACTOR, INC., a Delaware corporation ("**Tenant**"), for the purpose of amending the following: (a) a Pacific Corporate Center Lease between Landlord's predecessor-in-interest and Tenant dated May 3, 2001 (the "**Original Building 1 Lease**"), as amended by a First Amendment to Building 1 Lease dated January 31, 2003 (the "**Building 1 First Amendment**"), a Second Amendment to Building 1, 2, and 3 Leases (the "**Second Amendment**"), and a Third Amendment to Pacific Corporate Center Leases dated December 19, 2016 (the "**Third Amendment**"); as so amended, the "**Building 1 Lease**"); (b) a Pacific Corporate Center Lease between Landlord's predecessor-in-interest and Tenant dated May 3, 2001 (the "**Original Building 2 Lease**"), as amended by a First Amendment to Building 2 Lease dated January 31, 2003 (the "**Building 2 First Amendment**"), the Second Amendment, and the Third Amendment (as so amended, the "**Building 2 Lease**"); (c) a Pacific Corporate Center Lease between Landlord's predecessor-in-interest and Tenant dated May 3, 2001 (the "**Original Building 3 Lease**"), as amended by a First Amendment to Building 3 Lease dated January 31, 2003 (the "**Building 3 First Amendment**"), the Second Amendment, and the Third Amendment (as so amended, the "**Building 3 Lease**"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

RECITALS:

Pursuant to the terms of the Lease, Tenant is currently leasing the following: (a) pursuant to the Building 1 Lease, Building 1 of the Pacific Corporate Center, consisting of approximately 44,748 square feet of gross leasable area, having an address of 7005 South Front Road, Livermore, California (the "**Building 1 Premises**"); (b) pursuant to the Building 2 Lease, Building 2 of the Pacific Corporate Center, consisting of approximately 36,059 square feet of gross leasable area, having an address of 7401 Longard Road, Livermore, California (the "**Building 2 Premises**"); and (c) pursuant to the Building 3 Lease, Building 3 of the Pacific Corporate Center, consisting of approximately 38,087 square feet of gross leasable area, having an address of 501 Lawrence Drive, Livermore, California (the "**Building 3 Premises**"). Tenant desires to extend the Term of the Building 1 Lease, the Building 2 Lease, and the Building 3 Lease to expire on December 31, 2028, and Landlord has agreed to such extension on the terms and conditions contained herein.

AGREEMENTS:

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

8. **Extension of Term.** The Term for the Building 1 Lease, the Building 2 Lease, and the Building 3 Lease is hereby extended such that they expire co-terminously at 5:00 p.m., Livermore, California time, on December 31, 2028, on the terms and conditions of the Lease, as

modified hereby. Tenant shall continue to have rights to extend the Term in accordance with the terms of Section A-2.1 of the Addendum to Lease attached to the Original Building 1 Lease, the Original Building 2 Lease, and the Original Building 3 Lease and Section 5 of the Second Amendment which shall continue unmodified.

9. **Base Rent.**

a. Beginning January 1, 2028, the monthly Base Rent for the Building 1 Premises shall be the following amounts for the following periods of time:

Time Period	Monthly Base Rent Rate Per Square Foot	Monthly Installments of Base Rent
1/1/28 – 12/31/28	\$1.41	\$63,094.68

b. Beginning January 1, 2028, the monthly Base Rent for the Building 2 Premises shall be the following amounts for the following periods of time:

Time Period	Monthly Base Rent Rate Per Square Foot	Monthly Installments of Base Rent
1/1/28 – 12/31/28	\$1.41	\$50,843.19

c. Beginning January 1, 2028, the monthly Base Rent for the Building 3 Premises shall be the following amounts for the following periods of time:

Time Period	Monthly Base Rent Rate Per Square Foot	Monthly Installments of Base Rent
1/1/28 – 12/31/28	\$1.41	\$53,702.67

10. **Condition of Premises.** Tenant hereby accepts the Building 1 Premises, the Building 2 Premises, and the Building 3 Premises in their “**AS-IS**” condition, and Landlord shall have no obligation for any construction or finish-out allowance or providing to Tenant any other tenant inducement.

11. **Termination Option.** Section 6 of the Third Amendment is deleted in its entirety and is of no force and effect.

12. **Allowance.** In consideration of Tenant's extension of the Term, on or before the Effective Date, Landlord will provide Tenant with an allowance of \$500,000.00 (the "**Allowance**"). Tenant may apply the Allowance (a) against Base Rent coming due under the Lease any time following the date of this Amendment, or (b) elect for Landlord to pay such amount directly to Tenant. Tenant must notify Landlord of its election at least five (5) business days prior to the Effective Date. If Tenant fails to notify Landlord of its election, Tenant will be deemed to have elected option (a).

13. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

14. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) except as expressly provided for in this Amendment, all tenant finish-work allowances provided to Tenant under the Lease or otherwise, if any, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto.

15. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of California.

16. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

Executed as of the date first written above.

LANDLORD:

MOHR PCC, LP,
a Texas limited partnership

By: Mohr PCC GP, LLC,
a Delaware limited liability company,
its general partner

By: /s/ Robert A. Mohr
Name: Robert A. Mohr
Title: Manager

TENANT:

FORMFACTOR, INC.,
a Delaware corporation

By: /s/ Matthew Losey
Name: Matthew Losey
Title: General Manager
