

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 24, 2008

ALIGN TECHNOLOGY, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

0-32259

(Commission File Number)

94-3267295

(IRS Employer Identification No.)

881 Martin Avenue, Santa Clara, California

(Address of Principal Executive Offices)

95050

(Zip Code)

(408) 470-1000

(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))
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ITEM 1.01 Entry into a Material Definitive Agreement

Omnibus Amendment to Lease and Service Agreement

On June 24, 2008, Align Technology De Costa Rica, S.R.L. (“**Align Costa Rica**”), a wholly owned subsidiary of Align Technology, Inc., and CF Free Zone Park, S.R.L. (“**Landlord**”) entered into an Amendment (the “**Amendment**”) to that certain Lease dated as of February 26, 2003, by and among KPMG Fides (Costa Rica) S.A. (a predecessor-in-interest to Landlord). The Amendment, among other things, extends the term of the original lease for an additional five year period commencing on October 1, 2008 and ending September 30, 2013. The total monthly rent shall increase approximately 4% annually from the current annual rental of \$899,775 as follows:

Oct. 1, 2008 thru Sept. 30, 2009	\$935,766
Oct. 1, 2009 thru Sept. 30, 2010	\$973,197
Oct. 1, 2010 thru Sept. 30, 2011	\$1,012,125
Oct. 1, 2011 thru Sept. 30, 2012	\$1,052,610
Oct. 1, 2012 thru Sept. 30, 2013	\$1,094,714

In addition, Align Costa Rica may, upon six months written notice terminate the lease at any time, *provided, however*, that in the event such termination notice is given prior to September 31, 2011, Align Costa Rica must provide Landlord with an amount equal to twelve months’ rent.

The summary of the Amendment described above is qualified by reference to the Amendment which is attached as exhibit 10.1 hereto 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 under Item 1.01 is incorporated herein by this reference.

ITEM 9.01. Financial Statements and Exhibits

(c) Exhibits.

Exhibit No.	Description
10.1	Omnibus Amendment to Lease and Service Agreement date June 24, 2008

SIGNATURES

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.

Dated: June 26, 2008

ALIGN TECHNOLOGY, INC.

By: /s/ Kenneth B. Arola

Kenneth B. Arola

Vice President of Finance and Chief Financial
Officer

INDEX TO EXHIBITS

Exhibit No.

Description

10.1

Omnibus Amendment to Lease and Service Agreement date June 24, 2008

OMNIBUS AMENDMENT TO LEASE AND SERVICE AGREEMENT

This **AMENDMENT** (this "Amendment") dated as of March 27, 2008, between and among **CF FREE ZONE PARK, S.R.L.**, Sociedad de Responsabilidad Limitada, corporate identification number 3-102-446337, registered in the Mercantile Section of the Public Registry under book 567, entry 86544, represented herein by Mark Lipschutz passport number one five seven four nine one three seven zero, legal authority duly recorded in the Mercantile Section of the Public Registry under book 567, entry 86544, having an office c/o Caribbean Property Services LLC, 5589 Okeechobee Boulevard, Suite 201, West Palm Beach, Florida 33417 ("Landlord"), and,

ALIGN TECHNOLOGY DE COSTA RICA, Sociedad de Responsabilidad Limitada, a corporation duly registered and incorporated in accordance with the laws of Costa Rica, corporate identification number 3-102-306047, represented herein by John Edward Callaghan, passport number seven, one, one, five, four, two, seven one, six legal authority duly recorded in the Mercantile Section of the Public Registry under book 1733, page 253, entry 242, having an office Global Park Free Zone & Business Park ("Lessee").

RECITALS

WHEREAS, Lessee is the tenant under a Lease dated as of February 26, 2003, by and among KPMG FIDES (Costa Rica) S.A., as trustee, predecessor-in-interest to Trustee Banco Improsa, S. A., as a consequence of the guaranty trust named "Fideicomiso de Garantía Global" (the "Trust"), PARQUE GLOBAL, S.A., as Developer, as predecessor-in-interest to Landlord, and Lessee (the "Lease"), demising the Real Estate, as more particularly described in the Lease;

WHEREAS, the Trust was terminated on September 2006, and the Property was returned to the Parque Global, S. A. as trustor, who immediately transferred the Property and assigned all of its rights and obligations granted by the Lease Agreement and its amendments to CF Free Zone Park, S. R. L.

WHEREAS, Zona Industrial Global ZIG, S. A. as park Administrator and Lessee entered into a Park Service Provision Agreement on February 26, 2003, in order to regulate the park services that the Administrator would render to the Lessee, hereinafter the "Service Agreement";

WHEREAS, the current Administrator of the Park is Landlord, and Zona Industrial Global ZIG, S. A. assigned such Park Service Provision Agreement to Landlord;

and

WHEREAS, Landlord and Lessee desire to extend the term of the Lease and further amend the Lease and Service Agreement as hereinafter provided.

NOW THEREFORE, for good and valuable consideration, Landlord and Lessee hereby agree as follows:

First: All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease or the Service Agreement.

Second: The Service Agreement shall be amended as follows:

1. Parties recognize and accept that for all effects of the Service Agreement, and its corresponding amendments, all references to the "Administrator" or "Developer" shall be understood as "CF Free Zone Park, S. R. L."
2. Parties agree that from this day forward, the monthly Service Fee shall be paid from Lessee to Landlord together with Rent payments in the amounts provided in the Rent Schedule attached hereto as Exhibit A.

Third: The Lease shall be amended as follows:

1. Parties recognize and accept that for all effects of the Lease Agreement, and its corresponding amendments, all references to the "Lessor" and the "Developer" shall be understood as "CF Free Zone Park, S. R. L." as Landlord.
2. The Term shall be extended until September 30, 2013 (the "New Expiration Date") and all references in the Lease to the expiration date of the Lease shall mean the New Expiration Date.
3. From and after October 1, 2008 (the "New Commencement Date"), the Lease shall be amended as follows:
 - A. The Rent, as defined in Section 3.00 of the Lease, shall include the following monthly amounts:

- (i) Monthly Rent for the Leased Real Estate

- (ii) Service Fee, as provided in the Service Agreement.
- (iii) Monthly Additional Parking Space Lease

The monthly payment of each amount shall be made by Lessee in accordance with the Rent Schedule attached hereto as Exhibit A.

B. Section 6.02 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

Lessee. "6.02 Termination in advance on the part of the

(a) Provided that on the date that Lessee gives Landlord the "Termination Notice" and on the "Termination Date" (as such terms are hereinafter defined), Lessee is not in breach or default under any of the terms, covenants, provisions or conditions in this Lease on Lessee's part to observe or perform, Lessee shall have the option (the "Termination Option") to terminate this Lease by delivering to Landlord at least six (6) months prior written notice (the "Termination Notice") of Lessee's election to exercise the Termination Option as of a certain date (such date hereinafter referred to as the "Termination Date"). Notwithstanding anything to the contrary contained in this Lease, if Lessee timely exercises its Termination Option, Landlord shall retain the entire amount of the Deposit (\$150,645.00) (the "Security Deposit Payment") and shall have no obligation to return any portion of the Deposit to Lessee on the Termination Date. If Landlord is not in possession of the entire amount of the Deposit as of the Termination Date due to Landlord exercising its rights to use the Deposit pursuant to the terms of this Lease, this Lease shall not end or expire as aforesaid on the Termination Date, but shall continue in full force and effect, subject to the other provisions of this Lease.

(b) Notwithstanding anything to the contrary contained in this Lease, and in addition to the Security Deposit Payment, if Lessee timely exercises its Termination Option and the Termination Date shall occur on or before September 30, 2011, Lessee shall deliver to Landlord together with the Termination Notice an amount equal to twelve (12) months Rent computed at the rental rate for the month in which the Termination Date shall occur (the "Termination Payment"). The Termination Payment will be due to Landlord within five days of Landlord's receipt of

the Termination Notice. Failure to provide such payment will result in an invalid Termination Notice.”

Fourth: Lessee hereby represents that it has not dealt with or had any conversations or negotiations with any broker or finder concerning this Amendment. Lessee shall indemnify, defend and hold the other harmless Landlord from and against any claims for any brokerage commissions or other compensation, and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys’ fees and expenses which are made by any broker or finder who claims to have dealt with Lessee or its representatives.

Fifth: Landlord and Lessee each hereby warrant and represent that all requisite third party consents required in connection with the execution and delivery of this Amendment have been obtained.

Sixth: Except as amended by this Amendment, the Lease and the Service Agreement shall remain in full force and effect according to its terms. The parties hereby ratify and reaffirm the Lease and Service Agreement as modified herein.

Seventh: This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


Eighth: The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives and permitted assigns.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Landlord and Lessee have duly executed this Amendment as of the day and year first above written.

LANDLORD:

CF FREE ZONE PARK, S.R.L.,

By: 
Name: Michael Lefkowitz
Title: Authorized Signature

LESSEE:

ALIGN TECHNOLOGY DE COSTA RICA

By: /s/ Emory Wright
Name:
Title:

ACKNOWLEDGMENTS

STATE OF _____)
 :SS
COUNTY OF _____)

On the _____ day of _____, 2008, before me, the undersigned, a Notary Public and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
 :SS
COUNTY OF _____)

On the _____ day of _____, 2008, before me, the undersigned, a Notary Public and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Suscrito ante mi este día _____ de _____ de 2008 por mayor de edad, _____, vecino de _____, Puerto Rico, a quien conozco personalmente, dada hoy ___ de _____ de 2008, en _____, Puerto Rico.

Notario Público



Afidavit

Número

El suscrito Notario doy fe que la anterior firma ha sido estampada en mi presencia por lo que la autentico con mi firma, la cual corresponde a la inscrita en el Registro Nacional de Notariado y que es plasmada por mi puño y letra al momento de realizarse el presente acto notarial. San José, ____ de del dos mil ocho.

Notario Público

Sello

EXHIBIT A

RENT SCHEDULE

CR's Books	Actual	1st Year		2nd Year		3rd Year		4th Year		5th Year	
	10/1/2007 - 9/30/2008	10/1/2008	Annual 9/30/2009	10/1/2009	Annual 9/30/2010	10/1/2010	Annual 9/30/2011	10/1/2011	Annual 9/30/2012	10/1/2012	Annual 9/30/2013
Rent	\$ 71,228.84	\$ 74,075.91	\$ 888,910.96	\$ 77,038.95	\$ 924,467.40	\$ 80,120.51	\$ 961,446.10	\$ 83,325.33	\$ 999,903.04	\$ 86,658.34	\$ 1,039,900.10
Service Fee (Maintenance)	\$ 3,474.47	\$ 3,613.45	\$ 43,361.39	\$ 3,757.99	\$ 45,095.84	\$ 3,908.31	\$ 46,899.67	\$ 4,064.64	\$ 48,775.66	\$ 4,227.22	\$ 50,726.69
Additional Parking Spaces (8)	\$ 280.00	\$ 291.20	\$ 3,494.40	\$ 302.85	\$ 3,634.18	\$ 314.96	\$ 3,779.54	\$ 327.56	\$ 3,930.72	\$ 340.66	\$ 4,087.95
Total	\$ 74,981.31	\$ 77,980.56	\$ 935,766.75	\$ 81,099.78	\$ 973,197.42	\$ 84,343.78	\$ 1,012,125.32	\$ 87,717.53	\$ 1,052,610.33	\$ 91,226.23	\$ 1,094,714.74
Times 12	\$ 699,775.72	\$ 935,766.75		\$ 973,197.42		\$ 1,012,125.32		\$ 1,052,610.33		\$ 1,094,714.74	