

**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) February 4, 2005

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))

ITEM 1.01 Entry into a Material Definitive Agreement**(a) Amendment No. 1 to Lease Agreement related to 881 Martin Avenue**

On February 4, 2005, Align Technology, Inc. (the "Company") and James S. Lindsey ("Lessor") entered into Amendment No. 1 (the "881 Amendment") to the Standard Industrial/Commercial Multi-Tenant Lease Agreement dated as of August 30, 2001. Under the terms of the 881 Amendment, the Company will continue to rent, at its Santa Clara, California headquarters, 55,913 square feet for a period of five years ending June 30, 2010 (the "Original 881 Term"). The base rent per month is as follows:

July 1, 2005 thru June 1, 2006	\$33,547.80
July 1, 2006 thru June 1, 2007	\$34,554.23
July 1, 2007 thru June 1, 2008	\$35,590.86
July 1, 2008 thru June 1, 2009	\$36,658.59
July 1, 2009 thru June 1, 2010	\$37,758.35

Commencing July 1, 2005, however, and continuing on the first day of each calendar month thereafter, \$10,575 will be deducted from the \$1,269,000 security deposit previously paid by the Company to the Lessor and such amount will be applied against the monthly base rent.

Subject to certain conditions, the 881 Amendment provides the Company with an option to extend the term of the lease at the expiration of the Original 881 Term for an additional five year period. The 881 Amendment also contains an option to lease approximately 31,239 square feet of additional space upon the occurrence of certain events (the "801 Option"). In the event that the 801 Option is exercised by the Company and the Lessor has tendered possession of the additional space, the base rent shall be increased as follows:

July 1, 2007 thru June 30, 2008	\$19,884.87
July 1, 2008 thru June 30, 2009	\$20,481.42
July 1, 2009 thru June 30, 2010	\$21,095.86

The summary of the 881 Amendment described above is qualified by reference to the 881 Amendment which is attached as exhibit 10.1 hereto and incorporated by reference herein.

(b) Amendment No. 1 to Lease Agreement related to 831 Martin Avenue

On February 4, 2005, the Company and Lessor entered into Amendment No. 1 (the "831 Amendment") to the Standard Industrial/Commercial Multi-Tenant Lease Agreement dated as of March 9, 2004. Under the terms of the 831 Amendment, the Company will continue to rent, at its Santa Clara, California headquarters, 34,296 square feet for a period of five years ending June 30, 2010 (the "Original 831 Term"). The base rent per month is as follows:

July 1, 2005 thru June 1, 2006	\$17,148.00
July 1, 2006 thru June 1, 2007	\$17,662.44
July 1, 2007 thru June 1, 2008	\$18,192.31
July 1, 2008 thru June 1, 2009	\$18,738.08
July 1, 2009 thru June 1, 2010	\$19,300.23

In addition, upon the occurrence of certain events, the Company will lease 15,704 additional square feet of space located at 851 Martin Avenue (the "851 Space"). The base rent per month for the 851 Space will be as follows:

July 1, 2005 thru June 1, 2006	\$25,000.00
July 1, 2006 thru June 1, 2007	\$25,750.00
July 1, 2007 thru June 1, 2008	\$26,522.50
July 1, 2008 thru June 1, 2009	\$27,318.18
July 1, 2009 thru June 1, 2010	\$28,137.72

Subject to certain conditions, the 831 Amendment provides the Company with an option to extend the term of the lease at the expiration of the Original 831 Term for an additional five year period.

The summary of the 831 Amendment described above is qualified by reference to the 831 Amendment which is attached as exhibit 10.2 hereto and incorporated by reference herein.

(c) Amendment No. 1 to Lease Agreement related to 821 Martin Avenue

On February 4, 2005, the Company and Lessor entered into Amendment No. 1 (the "821 Amendment") to the Standard Industrial/Commercial Multi-Tenant Lease Agreement dated as of August 30, 2001. Under the terms of the 821 Amendment, the Company will continue to rent, at its Santa Clara, California headquarters, 20,627 square feet for a period of five years ending June 30, 2010 ("Original 821 Term"). The base rent per month is as follows:

July 1, 2005 thru June 1, 2006	\$10,313.50
July 1, 2006 thru June 1, 2007	\$10,622.91
July 1, 2007 thru June 1, 2008	\$10,941.59
July 1, 2008 thru June 1, 2009	\$11,269.84
July 1, 2009 thru June 1, 2010	\$11,607.94

Subject to certain conditions, the 821 Amendment provides the Company with an option to extend the term of the lease at the expiration of the Original 821 Term for an additional five year period.

The summary of the 821 Amendment described above is qualified by reference to the 821 Amendment which is attached as exhibit 10.3 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 under subheadings (a), (b) and (c) above is incorporated herein by this reference.

ITEM 9.01. Financial Statements and Exhibits

(c) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Lease (881 Martin Avenue)
10.2	First Amendment to Lease (831 Martin Avenue)
10.3	First Amendment to Lease (821 Martin Avenue)

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: February 9, 2005

ALIGN TECHNOLOGY, INC.

By: /s/ Eldon M. Bullington

Eldon M. Bullington
Vice President of Finance and Chief Financial Officer

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Lease (881 Martin Avenue)
10.2	First Amendment to Lease (831 Martin Avenue)
10.3	First Amendment to Lease (821 Martin Avenue)

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the 4th day of February, 2005, by and between JAMES S. LINDSEY, a resident of the State of California ("Lessor"), and ALIGN TECHNOLOGY, INC., a Delaware corporation ("Lessee"), with reference to the following facts and objectives:

A. Lessor and Lessee entered that certain Standard Industrial/Commercial Multi-Tenant Lease-Modified Net and Addendum thereto (collectively, the "Lease") both dated June 20, 2000 with respect to the approximately 55,913-square foot building (the "881 Building") located at 881 Martin Avenue in the City of Santa Clara, County of Santa Clara, State of California.

B. Lessor and Lessee mutually desire to extend the Original Term of the Lease and otherwise modify the terms and conditions of the Lease as provided in this First Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Original Term is hereby extended for a period of five (5) additional years. The Expiration Date shall therefore be June 30, 2010.
2. Paragraph 49 of the Lease is hereby amended by adding the following dates and amounts thereto:

<u>Month</u>	<u>Base Rent per month</u>
July 1, 2005 thru June 1, 2006	\$ 33,547.80
July 1, 2006 thru June 1, 2007	\$ 34,554.23
July 1, 2007 thru June 1, 2008	\$ 35,590.86
July 1, 2008 thru June 1, 2009	\$ 36,658.59
July 1, 2009 thru June 1, 2010	\$ 37,758.35

3. Lessee has previously paid to Lessor, and Lessor currently holds, the Security Deposit in the amount of One Million Two Hundred Sixty-Nine Thousand Dollars (\$1,269,000). Commencing July 1, 2005, and continuing as of the first day of each calendar month thereafter through and including June 1, 2010, Lessor shall deduct Ten Thousand Five Hundred Seventy-Five Dollars (\$10,575) from the Security Deposit and apply such amount against Base Rent due for such

month. Accordingly, notwithstanding Section 2 above, from and after July 1, 2005, Lessee shall only be required to pay Lessor monthly Base Rent as follows:

<u>Month</u>	<u>Base Rent Payable by Lessee per month</u>
July 1, 2005 thru June 1, 2006	\$ 22,972.80
July 1, 2006 thru June 1, 2007	\$ 23,979.23
July 1, 2007 thru June 1, 2008	\$ 25,015.86
July 1, 2008 thru June 1, 2009	\$ 26,083.59
July 1, 2009 thru June 1, 2010	\$ 27,183.35

4. Each monthly deduction from the Security Deposit under Section 3 above shall permanently reduce the amount of the Security Deposit, and Lessee shall have no obligation to restore the Security Deposit to any prior amount. Accordingly, as of the June 30, 2010 Expiration Date, the Security Deposit will equal Six Hundred Thirty-Four Thousand Five Hundred Dollars (\$634,500).

5. Lessee shall retain the option to extend the Term as provided in Paragraph 64 of the Lease, except that (i) the five (5)-year “extended term” described therein shall commence as of July 1, 2010 (i.e., as of the expiration of the Original Term as extended by this First Amendment), and (ii) “three percent (3%)” shall be substituted for “four percent (4%)”. In addition, Lessee shall only have the right to exercise such extension option if Lessee also exercises any similar options to extend the terms of any other leases between Lessor and Lessee regarding space then occupied by Lessee in the building located at 801-851 Martin Avenue (including, without limitation, the 801 Space, if Lessee exercises the Expansion Option described in Section 6 below).

6. Lessor hereby grants Lessee the option (the “Expansion Option”) to lease the approximately 31,239-square foot space (the “801 Space”) commonly known as 801 Martin Avenue in the building located at 801-851 Martin Avenue, City and County of Santa Clara, State of California on the following terms and conditions:

(a) Lessor represents that (i) the 801 Space is currently leased to Club One Fitness (“Club One”) through June 30, 2007, (ii) Club One initially has an option to extend the term of its current lease (the “Club One Lease”) for one additional year through June 30, 2008, and (iii) Club One has a further option to extend the term of the Club One Lease thereafter for an additional five (5) years through June 30, 2013.

(b) Lessor further represents that Club One must exercise each such option at least four (4) months prior to the expiration of the then-current term of the Club One Lease. If, therefore, Club One does not exercise its first option to extend the term of the Club One Lease, then Lessee’s Expansion Option shall be to lease the 801 Space for a term of three (3) years from July 1, 2007, through June 30, 2010. If Club One exercises its option to extend the Club One Lease through

June 30, 2008 but does not exercise its subsequent option to extend the term of the Club One Lease through June 30, 2013, then Lessee's Expansion Option shall be to lease the 801 Space for a term of two (2) years from July 1, 2008, through June 30, 2010. If Club One exercises both of its options to extend the term of the Club One Lease through June 30, 2013, then Lessee's Expansion Option shall only be to lease the 801 Space upon any early termination of the Club One Lease and continuing through June 30, 2010. Lessor shall promptly give Lessee written notice of Club One's exercise of each such extension option and of any termination of the Club One Lease. Unless Lessee has previously declined in writing to exercise the Expansion Option, Lessor shall only lease the 801 Space to Club One pursuant to Club One's proper exercise of its existing extension options under the Club One Lease. Lessor shall therefore require Club One's strict compliance with the terms and conditions of the Club One Lease relating to such extension options, and Lessor shall not waive or modify any of the existing terms or conditions of the Club One Lease relating to such extension options.

(c) Notwithstanding paragraph 4(b) above, the term of Lessee's lease of the 801 Space shall not commence until such date (the "801 Commencement Date", which date shall be deemed to be the "Commencement Date" with respect to the 801 Space) that both of the following shall have occurred: (i) the Club One Lease shall in fact have terminated, and (ii) Lessor shall have tendered possession of the 801 Space in the condition described in Paragraphs 2.2 and 2.3 of the Lease. The 801 Space shall otherwise be in "as is" condition, except as otherwise provided in this First Amendment.

(d) If Lessee elects to exercise the Expansion Option, Lessee must give Lessor written notice thereof no later than (i) April 1, 2007, if Club One does not exercise its first extension option, or (ii) April 1, 2008, if Club One exercises its first extension option but does not exercise its second extension option, or (iii) if Club One exercises both of its extension options, thirty (30) days after Lessor notifies Lessee in writing that the Club One Lease has terminated.

(e) Lessee's lease of the 801 Space shall be on the same terms and conditions as the Lease, except as otherwise provided herein. Accordingly, as of the 801 Commencement Date (as described in Paragraph 4(c) above), the Premises described in the Lease shall be expanded to include the 801 Space, and the following additional terms and conditions shall apply:

(i) From and after such 801 Commencement Date, monthly Base Rent under the Lease shall be increased by the following amounts:

<u>Month</u>	<u>Base Rent per month</u>
July 1, 2007 thru June 1, 2008	\$ 19,884.87
July 1, 2008 thru June 1, 2009	\$ 20,481.42
July 1, 2009 thru June 1, 2010	\$ 21,095.86

(ii) Lessee's Share of Common Area Operating Expenses shall continue to be 35.8% with respect to Common Area Operating Expenses properly allocable to the Industrial Center in which the original Premises at 881 Martin Avenue are located. The 801 Space, however,

is an approximately 31,239-square foot space within a 100,369-square foot building and an approximately 156,282-square foot, two-building project. Accordingly, Lessee's Share of Common Area Operating Expenses properly allocable to such building shall equal 31.1%, and Lessee's Share of Common Area Operating Expenses properly allocable to such project shall equal 19.99%.

(iii) Lessee shall have the use of one hundred twenty-five (125) Unreserved Parking Spaces with respect to the 801 Space.

(iv) The option to renew under Paragraph 64 of the Lease shall apply to the entire Premises, as expanded to include the 801 Space.

(f) If Lessee exercises the Expansion Option, Lessor shall use reasonable efforts to cause the 801 Commencement Date to occur as of July 1, 2007, July 1, 2008 or the day after any early termination of the Club One Lease, as applicable, as provided in paragraph 6(b) above. If, therefore, Club One has not vacated the 801 Space as of the expiration or earlier termination of the Club One Lease, Lessor shall further use reasonable efforts to cause Club One to vacate the 801 Space at the earliest date possible, including, without limitation, Lessor's prompt and diligent prosecution of unlawful detainer proceedings to evict Club One from the 801 Space. If, however, the 801 Commencement Date has not occurred for any reason by the ninetieth (90th) day after the expiration or earlier termination of the Club One Lease, then, at Lessee's election, (i) Lessee shall have the right to rescind Lessee's exercise of the Expansion Option, in which case the Lease shall remain in effect only as to the original Premises located at 881 Martin Avenue, or (ii) Lessee's exercise of the Expansion Option shall remain in effect, but the date that Lessee is otherwise obliged to commence payment of increased rent under paragraph 6(e)(i) above shall be delayed by one (1) day for every two (2) days that the 801 Commencement Date is delayed beyond such ninetieth (90th) day.

7. On or before September 30, 2005, Lessor shall, at Lessor's sole cost and expense, replace the roof of the building in which the 801 Space is located with a new roof substantially similar to the current roof of the building located at 881 Martin Avenue.

8. [Intentionally omitted]

9. Paragraph 8.6 is hereby amended by deleting the phrase "Without affecting any other rights or remedies" and substituting the phrase "Notwithstanding anything in this Lease to the contrary" in lieu thereof.

10. Lessor and Lessee each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this First Amendment and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and/or attorneys' fees reasonably incurred with respect thereto.

11. Except as expressly amended by this First Amendment, the Lease remains in full force and effect. All capitalized terms used, but not defined, in this First Amendment shall have the meanings ascribed to them in the Lease.

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

LESSOR:

/s/ James S. Lindsey

JAMES S. LINDSEY

LESSEE:

ALIGN TECHNOLOGY, INC.,
a Delaware corporation

By: /s/ Roger E. George

Name: Roger E. George
Title: Vice President & General Counsel

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the 4th day of February, 2005, by and between JAMES S. LINDSEY, a resident of the State of California (“Lessor”), and ALIGN TECHNOLOGY, INC., a Delaware corporation (“Lessee”), with reference to the following facts and objectives:

A. Lessor and Lessee entered that certain Standard Industrial/Commercial Multi-Tenant Lease-Modified Net and Addendum thereto (collectively, the “Lease”) both dated March 9, 2004 with respect to approximately 34,296 square feet of space (commonly known as 831 Martin Avenue) within the building (the “Building”) located at 801-851 Martin Avenue in the City of Santa Clara, County of Santa Clara, State of California.

B. Lessor and Lessee mutually desire to extend the Original Term of the Lease and otherwise modify the terms and conditions of the Lease as provided in this First Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Original Term is hereby extended for a period of five (5) additional years. The Expiration Date shall therefore be June 30, 2010.

2. Lessee shall pay to Lessor, for each calendar month from July 1, 2005, through June 30, 2010, monthly Base Rent as shown below, in advance, on the first day of each calendar month, without prior notice or demand:

<u>Month</u>	<u>Base Rent per month</u>
July 1, 2005 thru June 1, 2006	\$ 17,148.00
July 1, 2006 thru June 1, 2007	\$ 17,662.44
July 1, 2007 thru June 1, 2008	\$ 18,192.31
July 1, 2008 thru June 1, 2009	\$ 18,738.08
July 1, 2009 thru June 1, 2010	\$ 19,300.23

3. As of the 851 Commencement Date (as hereinafter defined), Lessor hereby leases to Lessee the approximately 15,704-square foot space in the Building commonly known as 851 Martin Avenue (the “851 Space”) on the following terms and conditions:

(a) Lessor represents that (i) the 851 Space is currently leased to SABA, Inc. (“SABA”) on a month-to-month basis, and (ii) SABA has no option to extend the term of its current lease (the “SABA Lease”).

(b) The term of Lessee's lease of the 851 Space shall not commence until such date (the "851 Commencement Date", which date shall be deemed to be the "Commencement Date" under the Lease with respect to the 851 Space) that both of the following shall have occurred: (i) the SABA Lease shall in fact have terminated, and (ii) Lessor shall have tendered to Lessee possession of the 851 Space with all damage caused by SABA repaired. The 851 Space shall otherwise be in substantially the same condition as exists as of the date hereof, except as otherwise provided in this First Amendment.

(c) Lessee's lease of the 851 Space shall be on the same terms and conditions as the Lease, except as otherwise provided herein. Accordingly, as of the 851 Commencement Date, the Premises described in the Lease shall be expanded to include the 851 Space, and the following additional terms and conditions shall apply:

(i) Notwithstanding Section 2 above, from and after the 851 Commencement Date, monthly Base Rent under the Lease shall equal the following amounts:

<u>Month</u>	<u>Base Rent per month</u>
July 1, 2005 thru June 1, 2006	\$ 25,000.00
July 1, 2006 thru June 1, 2007	\$ 25,750.00
July 1, 2007 thru June 1, 2008	\$ 26,522.50
July 1, 2008 thru June 1, 2009	\$ 27,318.18
July 1, 2009 thru June 1, 2010	\$ 28,137.72

(ii) Lessee's Share of Common Area Operating Expenses shall equal 49.8% with respect to expenses applicable only to the Building and 31.99% with respect to expenses applicable to the project of which the Building is a part.

(iii) Lessee shall have the use of two hundred (200) Unreserved Parking Spaces with respect to the Premises, as expanded to include the 851 Space.

(iv) The option to renew under Paragraph 71 of the Lease shall apply to the entire Premises, as expanded to include the 851 Space.

(d) Lessor shall use reasonable efforts to cause the 851 Commencement Date to occur on June 1, 2005. Lessor shall, therefore, take all necessary steps to cause the SABA Lease to terminate, and SABA to vacate the 851 Space, no later than May 31, 2005. If for any reason SABA has failed to vacate the 851 Space by May 31, 2005, Lessor shall further use reasonable efforts to cause SABA to vacate the 851 Space as soon thereafter as possible, including, without limitation, the prompt and diligent prosecution of unlawful detainer proceedings to evict SABA from the 851 Space.

4. On or before September 30, 2005, Lessor shall, at Lessor's sole cost and expense, replace the entire roof of the Building with a new roof substantially similar to the current roof of the building located at 881 Martin Avenue.

5. Notwithstanding Paragraph 7.4 or any other term or condition of the Lease, Lessee shall have the right, but not the obligation, to remove the chain-link product cage in the warehouse area of the Premises and/or the raised floor in the computer room of the Premises, and Lessee shall have no obligation to restore any of such removed improvements.

6. Paragraph 8.6 is hereby amended by deleting the phrase "Without affecting any other rights or remedies" and substituting the phrase "Notwithstanding anything in this Lease to the contrary" in lieu thereof.

7. Lessor agrees to grant Lessee, at Lessee's expense, the right to make such non-structural alterations to the Premises as are necessary for the conduct of Lessee's business. Prior to the commencement of any work, written consent from Lessor must be obtained, but Lessor agrees not to unreasonably withhold such consent.

8. Lessor acknowledges that Lessor and Lessee have entered that certain First Amendment to Lease (the "881 Amendment") dated the date hereof with respect to Lessee's lease of space within Lessor's building located at 881 Martin Avenue in the City and County of Santa Clara, State of California (the "881 Martin Lease"). Pursuant to the 881 Amendment, commencing July 1, 2005, and continuing on the first day of each calendar month thereafter through and including June 1, 2010, Lessor will deduct \$10,575 from the 881 Martin Deposit and apply such amount against base rent due for such month under the 881 Martin Lease. Notwithstanding Paragraph 69 of the Lease, each such monthly deduction from the 881 Martin Deposit shall permanently reduce the amount thereof, and Lessee shall have no obligation to restore the 881 Martin Deposit to any prior amount.

9. A new Paragraph 71 is added to the Lease as follows:

71. OPTION TO RENEW—ARBITRATED RENT: Lessee is given the option to extend the term subject to all of the provisions contained in this Lease, except for base monthly rent, for a period of FIVE (5) years ("extended term") following the expiration of the Original Term (i.e., June 30, 2010), by giving notice of exercise of the option ("option notice") to Lessor at least four (4) months but no more than six (6) months before the expiration of the initial term. Provided that, if Lessee is in default beyond the applicable notice and cure periods on the date of giving the option notice, the option notice shall be totally ineffective, or if Lessee is in default on the date the extended term is to commence, Lessor may elect that the extended term shall not commence and this Lease shall expire at the end of the initial term. Provided further that, Lessee shall only have the right to exercise this extension option if Lessee also exercises any similar option to extend

the term of the 881 Martin Lease and any other lease between Lessor and Lessee regarding space in the Building then occupied by Lessee. The base rent shall be set at the commencement of the option period at fair market (highest and best use) rent. The parties shall have fifteen (15) days after Lessor receives the option notice in which to agree on base monthly rent during the extended term. If the parties agree on the base monthly rent for the extended term during that period, they shall immediately execute an amendment to this Lease stating the base monthly rent for the extended term. If the parties are unable to agree on the base monthly rent for the extended term within that period, then within ten (10) days after the expiration of that period, each party, at its cost and by giving notice to the other party, shall appoint a real estate appraiser with at least five (5) years' full-time commercial appraisal experience in the area in which the premises are located, to appraise and set the base monthly rent for the extended term. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the base monthly rent for the extended term. If the two appraisers are appointed by the parties as stated in this paragraph they shall meet promptly and attempt to set the base monthly rent for the extended term. If they are unable to agree within ten (10) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two appraisers are given to set the base monthly rent. If they are unable to agree on the third appraiser, either of the parties to this Lease, by giving ten (10) days' notice to the other party can apply to the then President of the county real estate board of Santa Clara County, or the Presiding Judge of the Superior Court of that County, for the selection of a third appraiser who meets the qualifications stated in this paragraph. Each of the parties shall bear one-half (1/2) of the cost of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party. Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the base monthly rent for the extended term. If a majority of the appraisers are unable to set the base monthly rent within the stipulated period of time, the three appraisals shall be added together and their total divided by three (3); the resulting quotient shall be the base monthly rent for the premises during the extended term. In no event shall the base rent at the commencement of the option period be less than the rent for the last month of the initial term. Following the exercise of the option, the rent shall be increased annually on each anniversary of the beginning of the extended term by three percent (3%).

10. Lessor and Lessee each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this First Amendment and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless

from and against liability for compensation or charges which may be claimed by any such broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and/or attorneys' fees reasonably incurred with respect thereto.

11. Except as expressly amended by this First Amendment, the Lease remains in full force and effect. All capitalized terms used, but not defined, in this First Amendment shall have the meanings ascribed to them in the Lease.

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

LESSOR:

/s/ James S. Lindsey

JAMES S. LINDSEY

LESSEE:

ALIGN TECHNOLOGY, INC.,
a Delaware corporation

By: /s/ Roger E. George

Name: Roger E. George

Title: Vice President and General Counsel

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the 4th day of February, 2005, by and between JAMES S. LINDSEY, a resident of the State of California (“Lessor”), and ALIGN TECHNOLOGY, INC., a Delaware corporation (“Lessee”), with reference to the following facts and objectives:

A. Lessor and Lessee entered that certain Standard Industrial/Commercial Multi-Tenant Lease-Modified Net and Addendum thereto (collectively, the “Lease”) both dated August 30, 2001 with respect to approximately 20,627 square feet of space (commonly known as 821 Martin Avenue) within the building (the “Building”) located at 801-851 Martin Avenue in the City of Santa Clara, County of Santa Clara, State of California.

B. Lessor and Lessee mutually desire to extend the Original Term of the Lease and otherwise modify the terms and conditions of the Lease as provided in this First Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee acknowledge that Lessee has previously exercised its option to renew the Term of the Lease pursuant to Paragraph 64 thereof so that the Expiration Date is currently June 30, 2005. The Original Term is hereby extended for an additional period of five (5) years. The Expiration Date is therefore amended to be June 30, 2010.

2. Paragraph 49 of the Lease is hereby amended by adding the following dates and amounts thereto:

<u>Month</u>	<u>Base Rent per month</u>
July 1, 2005 thru June 1, 2006	\$ 10,313.50
July 1, 2006 thru June 1, 2007	\$ 10,622.91
July 1, 2007 thru June 1, 2008	\$ 10,941.59
July 1, 2008 thru June 1, 2009	\$ 11,269.84
July 1, 2009 thru June 1, 2010	\$ 11,607.94

3. Paragraph 70 of the Lease is hereby amended by adding the following sentence to the end thereof: “Notwithstanding anything to the contrary in this Lease, for purposes of Article 12 of this Lease and Articles 59 through 62 of this Addendum, the term “assignment” shall not be deemed to include the trading of Lessee’s stock on a nationally recognized exchange or pursuant to an initial public offering.”

4. Lessor acknowledges that Lessor and Lessee have entered that certain First Amendment to Lease (the "881 Amendment") dated the date hereof with respect to Lessee's lease of space within Lessor's building located at 881 Martin Avenue in the City and County of Santa Clara, State of California (the "881 Martin Lease"). Pursuant to the 881 Amendment, commencing July 1, 2005, and continuing on the first day of each calendar month thereafter through and including June 1, 2010, Lessor will deduct \$10,575 from the 881 Martin Deposit and apply such amount against base rent due for such month under the 881 Martin Lease. Notwithstanding Paragraph 74 of the Lease, each such monthly deduction from the 881 Martin Deposit shall permanently reduce the amount thereof, and Lessee shall have no obligation to restore the 881 Martin Deposit to any prior amount.

5. A new Paragraph 76 is added to the Lease as follows:

76. ADDITIONAL OPTION TO RENEW—ARBITRATED RENT: Lessee is given the further option to extend the term subject to all of the provisions contained in this Lease, except for base monthly rent, for a period of FIVE (5) years ("extended term") following the expiration of the Original Term (i.e., June 30, 2010), by giving notice of exercise of the option ("option notice") to Lessor at least four (4) months but no more than six (6) months before the expiration of the initial term. Provided that, if Lessee is in default beyond the applicable notice and cure periods on the date of giving the option notice, the option notice shall be totally ineffective, or if Lessee is in default on the date the extended term is to commence, Lessor may elect that the extended term shall not commence and this Lease shall expire at the end of the initial term. Provided further that, Lessee shall only have the right to exercise this extension option if Lessee also exercises any similar option to extend the term of the 881 Martin Lease and any other lease between Lessor and Lessee regarding space in the Building then occupied by Lessee. The base rent shall be set at the commencement of the option period at fair market (highest and best use) rent. The parties shall have fifteen (15) days after Lessor receives the option notice in which to agree on base monthly rent during the extended term. If the parties agree on the base monthly rent for the extended term during that period, they shall immediately execute an amendment to this Lease stating the base monthly rent for the extended term. If the parties are unable to agree on the base monthly rent for the extended term within that period, then within ten (10) days after the expiration of that period, each party, at its cost and by giving notice to the other party, shall appoint a real estate appraiser with at least five (5) years' full-time commercial appraisal experience in the area in which the premises are located, to appraise and set the base monthly rent for the extended term. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the base monthly rent for the extended term. If the two appraisers are appointed by the parties as stated in this paragraph they shall meet promptly and

attempt to set the base monthly rent for the extended term. If they are unable to agree within ten (10) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two appraisers are given to set the base monthly rent. If they are unable to agree on the third appraiser, either of the parties to this Lease, by giving ten (10) days' notice to the other party can apply to the then President of the county real estate board of Santa Clara County, or the Presiding Judge of the Superior Court of that County, for the selection of a third appraiser who meets the qualifications stated in this paragraph. Each of the parties shall bear one-half (1/2) of the cost of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party. Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the base monthly rent for the extended term. If a majority of the appraisers are unable to set the base monthly rent within the stipulated period of time, the three appraisals shall be added together and their total divided by three (3); the resulting quotient shall be the base monthly rent for the premises during the extended term. In no event shall the base rent at the commencement of the option period be less than the rent for the last month of the initial term. Following the exercise of the option, the rent shall be increased annually on each anniversary of the beginning of the extended term by three percent (3%).

6. [Intentionally omitted]

7. Paragraph 8.6 is hereby amended by deleting the phrase "Without affecting any other rights or remedies" and substituting the phrase "Notwithstanding anything in this Lease to the contrary" in lieu thereof.

8. Lessor and Lessee each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this First Amendment and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and/or attorneys' fees reasonably incurred with respect thereto.

9. Except as expressly amended by this First Amendment, the Lease remains in full force and effect. All capitalized terms used, but not defined, in this First Amendment shall have the meanings ascribed to them in the Lease.

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

LESSOR:

/s/ James S. Lindsey

JAMES S. LINDSEY

LESSEE:

ALIGN TECHNOLOGY, INC.,
a Delaware corporation

By: /s/ Roger E. George

Name: Roger E. George
Title: Vice-President & General Counsel