
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): August 6, 2020

ALLIED MOTION TECHNOLOGIES INC.

(Exact Name of Registrant as Specified in its Charter)

Colorado
(State or Other Jurisdiction
of Incorporation)

0-04041
(Commission File Number)

84-0518115
(IRS Employer
Identification No.)

495 Commerce Drive
Amherst, New York 14228
(Address of Principal Executive Offices, including zip code)

(716) 242-8634
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Securities registered pursuant to Section 12(b) of the Exchange Act:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common stock	AMOT	NASDAQ

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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On August 6, 2020, Allied Motion Technologies Inc. (the “Company”) and Richard S. Warzala, the Company’s Chair, President and CEO, entered into a Second Amendment to Employment Agreement (the “Amendment”). The terms of Mr. Warzala’s Employment Agreement, as amended through that date, are described in the Company’s current report on Form 8-K filed on January 3, 2018. The Amendment extends the term of Mr. Warzala’s Employment Agreement through January 3, 2023. The Amendment also provides that Mr. Warzala’s Employment Agreement will renew for additional one-year periods unless either the Company or Mr. Warzala gives written notice of termination at least 180 days prior to the end of the then current term. All other terms and conditions of Mr. Warzala’s Employment Agreement remain in full force and effect.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits. The following exhibit is filed herewith:

[10.1 Second Amendment to Employment Agreement between Allied Motion Technologies Inc. and Richard S. Warzala dated August 6, 2020](#)
104 Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)

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: August 11, 2020

ALLIED MOTION TECHNOLOGIES INC.

By: /s/ Michael R. Leach
Michael R. Leach
Chief Financial Officer

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (the “Second Amendment”) is made the 6th day of August 2020 between ALLIED MOTION TECHNOLOGIES INC., a Colorado corporation (the “Company”) and RICHARD S. WARZALA (“Employee”).

WHEREAS, the Company and Employee are parties to an Amended and Restated Employment Agreement dated as of March 22, 2016 (the “Employment Agreement”);

WHEREAS, the Company and Employee are parties to a letter agreement dated December 22, 2008 which provides Employee with certain benefits if his employment terminates after a Change in Control of the Company (the “CIC Agreement”);

WHEREAS, the Company and the Employee amended the Employment Agreement and the CIC Agreement by Amendment to Employment Agreement and Change in Control Agreement dated December 28, 2017;

WHEREAS, the Company and Employee desire to further amend the Employment Agreement as provided in this Second Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

1. Any capitalized term not defined in this Amendment shall have the meaning set forth in the Employment Agreement.

2. Term. Section 2 of the Employment Agreement is amended to read in its entirety as follows:

2. Term of Employment. The term of this Agreement is effective for a period commencing December 28, 2017 and continuing through the close of business on January 2, 2023 (the “Initial Period”), subject to earlier termination as provided in Section 4. The Initial Period will automatically be extended for one-year periods (each a “Renewal Period”) unless either party shall have given the other party written notice of termination not less than 180 days prior to the end of the Initial Period or any Renewal Period, as the case may be.

3. Effect on Existing Agreements. Any provision of the Employment Agreement not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and Employee have executed this Second Amendment, which may be in separate counterparts, effective as of the date first above written.

Company:

ALLIED MOTION TECHNOLOGIES INC.

By: /s/ Richard D. Federico

Name: Richard D. Federico

Title: Chair of the Compensation Committee

Employee:

/s/ Richard S. Warzala

Name: Richard S. Warzala
