
**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): October 31, 2019

RESTORATION ROBOTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38238
(Commission
File Number)

06-1681204
(IRS Employer
Identification Number)

**128 Baytech Drive
San Jose, California**
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (408) 883-6888

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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	HAIR	The Nasdaq Global Market

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.

Amendment to Agreement and Plan of Merger and Reorganization

On October 31, 2019, Restoration Robotics, Inc., Radiant Merger Sub Ltd. and Venus Concept Ltd. entered into the Second Amendment to the Agreement and Plan of Merger and Reorganization (the “Merger Agreement Amendment” and, together with the Agreement and Plan of Merger and Reorganization as amended, the “Merger Agreement”). The Merger Agreement Amendment extends the Drop Dead Date (as defined in the Merger Agreement) from October 31, 2019 to November 15, 2019.

The foregoing description of the material terms of the Merger Agreement Amendment is qualified in its entirety by reference to the full text of the Merger Agreement Amendment, a copy of which is filed as Exhibit 2.1 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
2.1	<u>Second Amendment to the Agreement and Plan of Merger and Reorganization, dated as of October 31, 2019, by and among Restoration Robotics, Inc., Radiant Merger Sub Ltd. and Venus Concept Ltd.</u>

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.

RESTORATION ROBOTICS, INC.

Date: October 31, 2019

By: /s/ Ryan Rhodes
Ryan Rhodes
President, Chief Executive Officer

**SECOND AMENDMENT TO THE
AGREEMENT AND PLAN OF MERGER AND REORGANIZATION**

THIS SECOND AMENDMENT TO THE AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Amendment"), is made and entered into as of October 31, 2019, by and among Restoration Robotics, Inc., a Delaware corporation ("Radiant"), Restoration Merger Sub Ltd., a company organized under the laws of Israel and a direct, wholly owned subsidiary of Radiant ("Merger Sub") and Venus Concept Ltd., a company organized under the laws of Israel (the "Company" and together with Radiant and Merger Sub, the "Parties", and each individually, a "Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, the Parties previously entered into that certain Agreement and Plan of Merger and Reorganization, dated as of March 15, 2019 (as amended on August 14, 2019, the "Merger Agreement");

WHEREAS, the Parties hereto each agree that it is in its best interest to amend the Merger Agreement in order to extend the Drop Dead Date as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions. The definition of "Drop Dead Date" contained in Section 9.1(b) of the Merger Agreement is hereby amended to mean November 15, 2019.

Section 2. Full Force and Effect. Except as otherwise expressly provided herein, all of the terms and conditions of the Merger Agreement remain unchanged and continue in full force and effect.

Section 3. Governing Law, Jurisdiction; Waiver of Trial by Jury. Section 10.2, Section 10.3 and Section 10.5 through 10.12 of the Merger Agreement are hereby incorporated into this Amendment by reference *mutatis mutandis*.

Section 4. Entire Agreement; Counterparts; Exchanges by Facsimile. This Amendment, the Merger Agreement, the Confidentiality Agreement and the other agreements, schedules and exhibits referred to in the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties with respect to the subject matter hereof and thereof. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Amendment (in counterparts or otherwise) by all Parties by facsimile or electronic transmission via ".pdf" shall be sufficient to bind the Parties to the terms and conditions of this Amendment.

Section 5. Headings. The headings contained in this Amendment are intended solely for convenience and shall not affect the rights of the Parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first above written.

RADIANT

RESTORATION ROBOTICS, INC.

By: /s/ Mark Hair
Name: Mark Hair
Title: Chief Financial Officer

[Signature Page to Amendment to the Agreement and Plan of Merger]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first above written.

MERGER SUB

RADIANT MERGER SUB LTD.

By: /s/ Mark Hair
Name: Mark Hair
Title: Chief Financial Officer

[Signature Page to Amendment to the Agreement and Plan of Merger]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first above written.

COMPANY

VENUS CONCEPT LTD.

By: /s/ Domenic Serafino

Name: Domenic Serafino

Title: Chief Executive Officer

[Signature Page to Amendment to the Agreement and Plan of Merger]