
**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): **November 26, 2014**



EMCORE CORPORATION
(Exact Name of Registrant as Specified in Charter)

New Jersey
(State or Other Jurisdiction
of Incorporation)

001-36632
(Commission File Number)

22-2746503
(IRS Employer
Identification No.)

10420 Research Road, SE, Albuquerque, New Mexico
(Address of Principal Executive Offices)

87123
(Zip Code)

Registrant's telephone number, including area code: **(505) 332-5000**

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.

Amendment to the Asset Purchase Agreement with SolAero Technologies Corp.

On November 26, 2014, EMCORE Corporation, a New Jersey corporation ("EMCORE"), and SolAero Technologies Corp. (f/k/a Photon Acquisition Corporation), a Delaware corporation ("SolAero"), entered into Amendment No. 1 (the "Amendment") to that certain Asset Purchase Agreement, dated as of September 17, 2014, by and between EMCORE and SolAero (the "APA").

EMCORE and SolAero entered into the APA in connection with the sale of EMCORE's photovoltaics business (the "Business") to SolAero. In order to provide SolAero with sufficient time to establish its payroll and benefits platform, EMCORE and SolAero entered into the Amendment, pursuant to which (i) the employees of the Business (the "Business Employees") shall remain employees of EMCORE and shall continue to perform the same services for the Business as performed immediately prior to the closing of the transactions under the APA, in each case, for the period (the "Employee Transition Period") between the closing of the transactions under the APA and the earlier of (a) the date on which SolAero shall have established a payroll and benefits platform that enables it to fulfill its obligations under Article VIII of the APA and (b) March 31, 2015, and (ii) SolAero has agreed to reimburse EMCORE for all costs

incurred in connection with the employment of, and providing a payroll and benefits platform for, the Business Employees during the Employee Transition Period and to indemnify and hold harmless EMCORE from any losses it suffers or incurs in connection therewith, in each case, as more fully set forth in the Amendment.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment filed herewith as Exhibit 2.1 and incorporated herein by reference.

ADDITIONAL INFORMATION

EMCORE has filed with the Securities and Exchange Commission (the “SEC”) a definitive proxy statement, proxy statement supplement and other relevant materials related to the disposition of EMCORE’s photovoltaics business (the “Space Transaction”), which have been mailed to EMCORE’s shareholders, and is holding a special meeting of shareholders on December 5, 2014 (the “Special Meeting”) to vote on the Space Transaction.

The definitive proxy statement, proxy statement supplement and other relevant materials (when they become available), and any other documents filed by EMCORE with the SEC, may be obtained free of charge at the SEC’s website at www.sec.gov. In addition, investors and shareholders may obtain free copies of EMCORE’s SEC filings by visiting EMCORE’s investor website at <http://investor.emcore.com/sec.cfm>. EMCORE’s investors and security holders are urged to read the definitive proxy statement, proxy statement supplement and the other relevant materials (when they become available) before making any investment or voting decision with respect to the Space Transaction.

EMCORE and its directors and executive officers may, under SEC rules, be deemed to be participants in the solicitation of proxies from EMCORE’s shareholders in connection with the Special Meeting. Information about the directors and executive officers, including their interests in the Space Transaction, are included in EMCORE’s definitive proxy statement relating to the Space Transaction.

2

FORWARD-LOOKING STATEMENTS

This Current Report on Form 8-K contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, including forward-looking statements regarding the transactions contemplated by the APA and the Amendment, including any potential losses or liabilities arising out of or relating to the Business Employees. These forward-looking statements may include comments concerning our plans, objectives, goals, strategies, future events, future revenue or performance, capital expenditures, and other information that is not historical. When used in this Current Report on Form 8-K, the words “anticipates,” “believes,” “estimates,” “expects,” “forecasts,” “intends,” “plans,” “projects,” or future or conditional verbs, such as “could,” “may,” “should,” or “will,” and variations of such words or similar expressions are intended to identify forward-looking statements. These statements are neither promises nor guarantees, but involve risks and uncertainties that could cause actual results to differ materially from those set forth in the forward-looking statements, including, among others, risks detailed in our filings with the SEC, including those detailed in EMCORE’s Annual Report on Form 10-K under the caption “Risk Factors,” as updated by EMCORE’s subsequent filings with the SEC, all of which are available at the SEC’s website at <http://www.sec.gov>. You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this Current Report on Form 8-K. EMCORE Corporation does not intend, and disclaims any obligation, to update any forward-looking information contained in this Current Report on Form 8-K or with respect to the announcements described herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
2.1	Amendment No. 1, dated November 26, 2014, to that certain Asset Purchase Agreement, dated as of September 17, 2014, by and between EMCORE Corporation and SolAero Technologies Corp. (f/k/a Photon Acquisition Corporation)

3

SIGNATURE

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.

EMCORE CORPORATION

Dated: November 26, 2014

By: /s/ Mark B. Weinswig
Name: Mark B. Weinswig
Title: Chief Financial Officer

4

**AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT**

This AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "Amendment"), dated November 26, 2014, by and between EMCORE Corporation, a New Jersey corporation ("Seller"), and SolAero Technologies Corp. (f/k/a Photon Acquisition Corporation), a Delaware corporation ("Purchaser"), amends that certain Asset Purchase Agreement, dated as of September 17, 2014 (as amended, modified and/or supplemented from time to time, the "Asset Purchase Agreement"), by and between Seller and Purchaser. Any capitalized term used in this Amendment which is not otherwise defined herein shall have the meaning assigned to such term in the Asset Purchase Agreement.

W I T N E S S E T H:

WHEREAS, each of the undersigned parties wishes to amend the Asset Purchase Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Section 2.4(c) of the Asset Purchase Agreement is hereby deleted in its entirety and replaced with the following:

all Liabilities relating to the Employee Benefit Plans, including, for the avoidance of doubt, the Clevenger Retention Agreement, except as otherwise provided in Article 8 or the Transition Services Agreement;

2. Section 8.1(a)(ii) of the Asset Purchase Agreement is hereby deleted in its entirety and replaced with the following:

(ii) "Employee Transition Date" means the earlier of (x) March 31, 2015 or (y) the date on which Purchaser shall have established a payroll and benefits platform that enables it to fulfill its obligations under this Article 8.

(iii) "Transferred Employee" means (x) each Business Employee and (y) any employee of the Business hired by Seller or any of its Affiliates after the Closing Date and prior to the Required Offer Date (as defined below).

3. Section 8.1(b) of the Asset Purchase Agreement is hereby amended in its entirety to read as follows:

Transfer of Employment. Not later than five (5) Business Days prior to the Employee Transition Date (the "Required Offer Date"), Purchaser shall, or shall cause one of its Affiliates to, offer employment to each Transferred Employee who is employed by Seller or any of its Affiliates as of the date of such offer,

effective as of the Employee Transition Date, on the terms and conditions described in Section 8.2(a).

4. Section 8.2(b) of the Asset Purchase Agreement is hereby amended by replacing the term "Closing" wherever it appears therein with the term "Employee Transition Date."

5. Section 8.2(c) of the Asset Purchase Agreement is hereby amended by replacing the term "Closing" wherever it appears therein with the term "Employee Transition Date" and to replace the phrase "eligible to participate after" with "eligible to participate on or after."

6. Section 8.2(e) of the Asset Purchase Agreement is hereby amended by replacing the terms "Closing Date" and "Closing" wherever either such term appears therein with the term "Employee Transition Date."

7. Section 8.3(a) of the Asset Purchase Agreement is hereby amended by replacing the term "Closing" wherever it appears therein with the term "Employee Transition Date."

8. Section 8.3(b) of the Asset Purchase Agreement is hereby amended by replacing the terms "Closing Date" and "Closing" wherever either such term appears therein with the term "Employee Transition Date."

9. Section 8.3(c) of the Asset Purchase Agreement is hereby amended by replacing the terms "Closing" and "date of Closing" wherever either such term appears therein with the term "Employee Transition Date."

10. Section 8.3(d) of the Asset Purchase Agreement is hereby amended by replacing the phrase "at the Closing" where it appears therein with the phrase "on the Employee Transition Date."

11. Section 8.4 of the Asset Purchase Agreement is hereby amended by replacing the phrase "for a period of one (1) year following the Closing" where it appears therein with "for a period beginning on the Employee Transition Date and ending on the one (1) year anniversary following the Closing."

12. Section 8.8 of the Asset Purchase Agreement is hereby deleted in its entirety and replaced with the following:

Business Employee Incentive Compensation. Seller shall pay to each Transferred Employee, in the ordinary course of business consistent with past practice, all cash incentive compensation due to such Transferred Employee with respect to Seller's 2014 fiscal year, including all compensation due under Seller's Fiscal Year 2014 Bonus Plan; provided that such compensation under Seller's Fiscal Year 2014 Bonus Plan shall be paid by Seller no later than January 31, 2015 to the extent the Employee Transition Date has not yet occurred by that date; provided, further, that Purchaser shall promptly reimburse Seller for any such

payment to the extent Closing occurs prior to January 31, 2015; and, provided, further, that such compensation under Seller's Fiscal Year 2014 Bonus Plan shall be paid by Purchaser no later than January 31, 2015 to the extent the Employee Transition Date occurs on or prior to such date.

13. Exhibit F of the Asset Purchase Agreement is hereby deleted in its entirety and replaced with Annex A hereto.

14. No Implied Amendments. Except as specifically amended by this Amendment, the Asset Purchase Agreement shall remain in full force and effect in accordance with its terms and is hereby ratified and confirmed. All references to "the date hereof" in the Asset Purchase Agreement shall continue to refer to the date of the Asset Purchase Agreement before any amendment, consent or waiver.

15. Effectiveness of Amendment. This Amendment shall be deemed to be an amendment to the Asset Purchase Agreement by an instrument in writing signed by each of the Parties thereto in accordance with Section 13.17 of the Asset Purchase Agreement. The provisions of Article 13 of the Asset Purchase Agreement are hereby incorporated into this Amendment by reference, mutatis mutandis, as if its provisions were fully set forth herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER:

SOLAERO TECHNOLOGIES CORP.

By: /s/ Ramzi M. Musallam
Name: Ramzi M. Musallam
Title: President

SELLER:

EMCORE CORPORATION

By: /s/ Alfredo Gomez
Name: Alfredo Gomez
Title: General Counsel

Annex A