

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

April 29, 2022

Date of Report (Date of earliest event reported)



EMCORE CORPORATION

Exact Name of Registrant as Specified in its Charter

New Jersey
State of Incorporation

001-36632
Commission File Number

22-2746503
IRS Employer Identification Number

2015 W. Chestnut Street, Alhambra, California, 91803
Address of principal executive offices, including zip code

(626) 293-3400
Registrant's telephone number, including area code

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, no par value	EMKR	The Nasdaq Stock Market LLC (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 2.01 Completion of Acquisition or Disposition of Assets.

Completion of Acquisition Transaction Pursuant to Sale Agreement

On April 29, 2022, EMCORE Corporation (“EMCORE”), Ringo Acquisition Sub, Inc., a Delaware corporation and wholly owned subsidiary of EMCORE (“EMCORE Sub”), and L3Harris Technologies, Inc., a Delaware corporation (the “Seller”) completed the previously announced acquisition by EMCORE Sub of the Seller’s Space and Navigation Business (the “Business”) pursuant to that certain Sale Agreement, dated as of February 14, 2022 (as amended, the “Sale Agreement”), entered into by and among EMCORE, EMCORE Sub and the Seller, as amended by that certain First Amendment to Sale Agreement, dated as of March 1, 2022 by and among EMCORE, EMCORE Sub and the Seller (the “First Amendment”), that certain Second Amendment to Sale Agreement, dated as of March 31, 2022 by and among EMCORE, EMCORE Sub and the Seller (the “Second Amendment”) and that certain Third Amendment to Sale Agreement, dated as of April 29, 2022 by and among EMCORE, EMCORE Sub and the Seller (the “Third Amendment”).

The aggregate consideration for the Business pursuant to the Sale Agreement was approximately \$5.0 million, exclusive of transaction costs and expenses and subject to certain post-closing working capital adjustments. Pursuant to the Sale Agreement, EMCORE acquired certain intellectual property, assets, and liabilities of the Business. The Sale Agreement contained customary representations, warranties, and covenants of EMCORE and the Seller.

The foregoing description of the Sale Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Sale Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, copies of which are attached hereto as Exhibits 2.1, 2.2, 2.3, and 2.4 and are incorporated herein by reference. The Sale Agreement has been attached to provide investors with information regarding its terms. It is not intended to provide any other factual information about the parties. The terms of the Sale Agreement govern the contractual rights and relationships, and allocate risks, among the parties in relation to the transactions contemplated by the Sale Agreement. In particular, the assertions embodied in the representations and warranties in the Sale Agreement reflect negotiations between, and are solely for the benefit of, the parties thereto and may be limited, qualified or modified by a variety of factors, including: subsequent events, information included in public filings, disclosures made during negotiations, correspondence between the parties and in confidential disclosure schedules to the Sale Agreement. Moreover, certain representations and warranties in the Sale Agreement were used for the purpose of allocating risk between the parties rather than establishing matters as facts and may not describe the actual state of affairs at the date they were made or at any other time. Accordingly, you should not rely on the representations and warranties in the Sale Agreement as characterizations of the actual state of facts about the parties.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Exhibit Description
2.1	Sale Agreement, dated as of February 14, 2022 by and among EMCORE Corporation, Ringo Acquisition Sub, Inc., and L3Harris Technologies, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on February 15, 2022).
2.2	First Amendment to Sale Agreement, dated as of March 1, 2022 by and among EMCORE Corporation, Ringo Acquisition Sub, Inc., and L3Harris Technologies, Inc.
2.3	Second Amendment to Sale Agreement, dated as of March 31, 2022 by and among EMCORE Corporation, Ringo Acquisition Sub, Inc., and L3Harris Technologies, Inc.
2.4	Third Amendment to Sale Agreement, dated as of April 29, 2022 by and among EMCORE Corporation, Ringo Acquisition Sub, Inc., and L3Harris Technologies, Inc.
99.1	Press Release.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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

By: /s/ Tom Minichiello
Name: Tom Minichiello
Title: Chief Financial Officer

Dated: April 29, 2022

FIRST AMENDMENT TO SALE AGREEMENT

This AMENDMENT (this "Amendment"), dated March 1, 2022, to the Sale Agreement, dated February 14, 2022 (the "Agreement"), by and between L3Harris Technologies, Inc., a Delaware corporation (the "Company"), on behalf of itself and the Asset Seller (together with the Company, the "Sellers") set forth on Schedule A to the Agreement, on the one hand, and EMCORE Corporation, a New Jersey corporation, together with its wholly-owned subsidiary, Ringo Acquisition Sub, Inc., a Delaware corporation (collectively, the "Buyer"), on the other hand.

RECITALS

WHEREAS, the parties desire to amend certain provisions of the Agreement pursuant to Section 13.7 thereof, as set forth in this Amendment.

COVENANTS

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 AMENDMENTS; OTHER AGREEMENTS

Section 1.1 Defined Terms; References. Unless otherwise specifically defined in this Amendment, each term used herein that is defined in the Agreement has the meaning assigned to such term in the Agreement, and each reference to a specific Section or Article shall refer to the particular Section or Article in the Agreement. Each reference to "this Agreement" (other than references to the "date of this Agreement" or "date herein" or similar phrases), "hereof," "hereunder," "herein," "hereby" and each other similar reference contained in the Agreement shall refer, from and after the date of this Amendment, to the Agreement as amended by this Amendment.

Section 1.2 Facility Security Clearance. Section 7.7 of the Agreement is hereby deleted and replaced with the following:

Section 7.7. Facility Security Clearance. By or before March 4, 2022, Buyer shall have taken all steps necessary, and reasonably within its control, to initiate the facility security clearance process, which shall include obtaining the following for Ringo Acquisition Sub, Inc. ("Buyer Newco") and its intermediate and ultimate parents as necessary: DUNS numbers and CAGE codes. Buyer shall also be prepared to submit the documentation required to process Buyer Newco's facility security clearance, including but not limited to copies of corporate documentation and forms (e.g., SF-328, DD Form 441 and KMP Lists).

Within one Business Day of the date hereof, Sellers, in coordination with Buyer, will request a meeting with the Defense Counterintelligence and Security Agency ("DCSA") to discuss sponsoring and obtaining a facility security clearance for Buyer Newco as promptly as practicable.

Buyer shall comply with all DCSA instructions and requirements to expeditiously submit a complete facility security clearance package, and shall make submissions to DCSA as soon as reasonably practicable but in no event later than the timelines set by DCSA.

ARTICLE 2 MISCELLANEOUS

Section 2.1 No Other Amendments; No Waiver of Rights. Except as amended by this Amendment, the Agreement shall remain unmodified and in full force and effect.

Section 2.2 Governing Law. This Amendment, and any and all proceedings commenced in connection with or relating to this Amendment, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware without regard to the conflict of law principles thereof (or any other jurisdiction) to the extent that such principles would direct a matter to another jurisdiction

Section 2.3 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AMENDMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

Section 2.4 Counterparts. 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. It shall not be necessary in making proof of this Amendment or any counterpart hereof to produce or account for any of the other counterparts. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Amendment. This Amendment shall become effective when, and only when, each party hereto shall have received a counterpart signed by all of the other parties hereto.

[Signature page follows]

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

BUYER:

Ringo Acquisition Sub, Inc.

By: [Signature]
Name: Ryan Hochgesang
Title: Secretary

EMCORE:

EMCORE Corporation

By: [Signature]
Name: Ryan Hochgesang
Title: VP, General Counsel

SELLER:

L3Harris Technologies, Inc.

By: _____
Name: _____
Title: _____

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

BUYER:

Ringo Acquisition Sub, Inc.

By: _____
Name:
Title:

EMCORE:

EMCORE Corporation

By: _____
Name:
Title:

SELLER:

L3Harris Technologies, Inc.

By:  _____
Name: Daniel Gittsovich
Title: VP, Corporate Strategy & Development

EXECUTION VERSION

SECOND AMENDMENT TO SALE AGREEMENT

This Second Amendment (this “Amendment”), dated March 31, 2022, is made to the Sale Agreement, dated February 14, 2022 (as previously amended, the “Agreement”), by and between L3Harris Technologies, Inc., a Delaware corporation (the “Company”), on behalf of itself and the Asset Seller (together with the Company, the “Sellers”) set forth on Schedule A to the Agreement, on the one hand, and EMCORE Corporation, a New Jersey corporation, together with its wholly-owned subsidiary, Ringo Acquisition Sub, Inc., a Delaware corporation (collectively, the “Buyer”), on the other hand.

RECITALS

WHEREAS, the parties desire to amend certain provisions of the Agreement pursuant to Section 13.7 thereof, as set forth in this Amendment.

COVENANTS

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 AMENDMENTS; OTHER AGREEMENTS

Section 1.1 Defined Terms; References. Unless otherwise specifically defined in this Amendment, each term used herein that is defined in the Agreement has the meaning assigned to such term in the Agreement, and each reference to a specific Section or Article shall refer to the particular Section or Article in the Agreement. Each reference to “this Agreement” (other than references to the “date of this Agreement” or “date herein” or similar phrases), “hereof,” “hereunder,” “herein,” “hereby” and each other similar reference contained in the Agreement shall refer, from and after the date of this Amendment, to the Agreement as amended by this Amendment.

Section 1.2 Section 10.6 of the Agreement. Section 10.6 of the Agreement is hereby deleted and replaced with the following:

“Section 10.6. Use of the Company’s Name and Marks. The Buyer agrees that within six (6) months following the Closing: (a) the Buyer shall, and shall cause its Affiliates to, cease to use, distribute, display or market any article or instrument of any kind, including signs, invoices, labels, letterhead, business cards, packaging, advertisement or websites, that reflects or includes any logo, Trademark, trade name, trade dress, service mark, Domain Name or website that is confusingly similar to or containing any name, mark or logo of any Seller, including the Company Names; and (b) the Buyer shall destroy any and all such articles or instruments in the possession of the Buyer or any of its Affiliates (or cause the destruction thereof, when not in its possession), and shall modify any website or web page regarding the Business to remove any such logo, Trademark, trade name, trade dress, service mark or Domain Name. The Buyer agrees that within six (6)

months following the Closing the Buyer shall mark, and cause the marking of, products and other property acquired hereunder, both internally and externally, with a name and mark that is not confusingly similar to and does not contain the Company Names or any name, mark or logo of any Seller. The Buyer agrees that none of the Buyer nor any Affiliate of the Buyer shall advertise or hold itself out as the Company, any other Seller or an Affiliate thereof. The Buyer agrees to use commercially reasonable efforts to comply with the foregoing prior to six (6) months following the Closing.”

ARTICLE 2 MISCELLANEOUS

Section 2.1 No Other Amendments; No Waiver of Rights. Except as amended by this Amendment, the Agreement shall remain unmodified and in full force and effect.

Section 2.2 Governing Law. This Amendment, and any and all proceedings commenced in connection with or relating to this Amendment, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware without regard to the conflict of law principles thereof (or any other jurisdiction) to the extent that such principles would direct a matter to another jurisdiction

Section 2.3 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AMENDMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

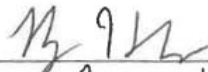
Section 2.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Amendment or any counterpart hereof to produce or account for any of the other counterparts. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Amendment. This Amendment shall become effective when, and only when, each party hereto shall have received a counterpart signed by all of the other parties hereto.

[Signature page follows]

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


BUYER:

Ringo Acquisition Sub, Inc.

By: 
Name: Ryan Hochgesang
Title: VP, General Counsel

EMCORE:

EMCORE Corporation

By: 
Name: Ryan Hochgesang
Title: VP, General Counsel

SELLER:

L3Harris Technologies, Inc.

By: 
Name: Daniel Gittsovich
Title: VP, Corporate Strategy & Development

THIRD AMENDMENT TO SALE AGREEMENT

This Third Amendment (this “Amendment”), dated April 29, 2022, is made to the Sale Agreement, dated as of February 14, 2022 (as previously amended, the “Agreement”), by and between L3Harris Technologies, Inc., a Delaware corporation (the “Company”), on behalf of itself and the Asset Seller (together with the Company, the “Sellers”) set forth on Schedule A to the Agreement, on the one hand, and EMCORE Corporation, a New Jersey corporation, together with its wholly-owned subsidiary, Ringo Acquisition Sub, Inc., a Delaware corporation (collectively, the “Buyer”), on the other hand.

RECITALS

WHEREAS, the parties desire to amend certain provisions of the Agreement pursuant to Section 13.7 thereof, as set forth in this Amendment.

COVENANTS

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 AMENDMENTS; OTHER AGREEMENTS

Section 1.1 Defined Terms; References. Unless otherwise specifically defined in this Amendment, each term used herein that is defined in the Agreement has the meaning assigned to such term in the Agreement, and each reference to a specific Section or Article shall refer to the particular Section or Article in the Agreement. Each reference to “this Agreement” (other than references to the “date of this Agreement” or “date herein” or similar phrases), “hereof,” “hereunder,” “herein,” “hereby” and each other similar reference contained in the Agreement shall refer, from and after the date of this Amendment, to the Agreement as amended by this Amendment.

Section 1.2 Section 4.15 of the Company Disclosure Letter. Section 4.15 of the Company Disclosure Letter is hereby deleted in its entirety and replaced with Section 4.15 of the Company Disclosure Letter attached hereto.

ARTICLE 2 MISCELLANEOUS

Section 2.1 No Other Amendments; No Waiver of Rights. Except as amended by this Amendment, the Agreement shall remain unmodified and in full force and effect.

Section 2.2 Governing Law. This Amendment, and any and all proceedings commenced in connection with or relating to this Amendment, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware without regard to the conflict of law principles thereof (or any other jurisdiction) to the extent that such principles would direct a matter to another jurisdiction

Section 2.3 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AMENDMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

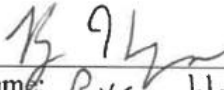
Section 2.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Amendment or any counterpart hereof to produce or account for any of the other counterparts. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Amendment. This Amendment shall become effective when, and only when, each party hereto shall have received a counterpart signed by all of the other parties hereto.

[Signature page follows]

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

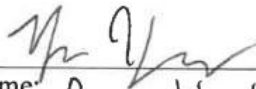
BUYER:

Ringo Acquisition Sub, Inc.

By: 
Name: Ryan Hochgerand
Title: VP, Secretary

EMCORE:

EMCORE Corporation

By: 
Name: Ryan Hochgerand
Title: VP, General Counsel

SELLER:

L3Harris Technologies, Inc.

By: _____
Name: Daniel Gittsovich
Title: Vice President, Corporate Strategy
and Development

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

BUYER:

Ringo Acquisition Sub, Inc.

By: _____
Name:
Title:


EMCORE:

EMCORE Corporation

By: _____
Name:
Title:

SELLER:

L3Harris Technologies, Inc.

By:  _____
Name: Daniel Gittsovich
Title: Vice President, Corporate Strategy
and Development

Section 4.15

Labor and Employment Matters

(a)

(i) See attached Employee List

(b) None

(c)

1. Agreement between L3 Space & Navigation and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), effective April 1, 2019 through March 31, 2023 (UAW Local 2326)
 2. Grievance Settlement and Release Agreement between Asset Seller, UAW Local 2326, and David Amoruso, dated April 9, 2019
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PRESS RELEASE

EMCORE Announces Closing of the Acquisition of the L3Harris Space and Navigation Business for \$5 Million

ALHAMBRA, CA, May 2, 2022 (GLOBE NEWSWIRE) -- EMCORE Corporation (Nasdaq: EMKR), a leading provider of advanced mixed-signal products that serve the aerospace & defense, communications, and sensing markets, announced today that it has completed the acquisition of the L3Harris (NYSE: LHX) Space and Navigation business for approximately \$5 million in an all-cash transaction, subject to any net working capital adjustments.

The acquisition provides an immediate contribution of additional scale in this market and expands EMCORE's inertial navigation product portfolio and addressable market with the addition of navigation and strategic grade gyro and inertial measurement unit products. EMCORE acquired all outstanding assets and liabilities of the L3Harris Space and Navigation business, including all L3Harris intellectual property rights primarily used in the Space and Navigation business, a 110,000 square foot leased production facility in Budd Lake, NJ, and associated production equipment.

In addition, the transaction creates partnership opportunities to expand EMCORE's business with L3Harris, adding EMCORE as a preferred supplier to L3Harris divisions for future business opportunities and resulting in entry into a Master Supply Agreement for the BoRG (Booster Rate Gyro) and TAIMU (Tri-Axial Inertial Measurement Unit) launch vehicle programs.

"We are extremely pleased to welcome Space and Navigation's expert team, strong brand, inertial technology, and important program wins, said Jeff Rittichier, President, and CEO of EMCORE. "This acquisition allows us to provide customers with an expanded product suite across the tactical, navigation, and strategic grade segments of the market, including the growing launch vehicle and space satellite markets."

About EMCORE

EMCORE Corporation is a leading provider of advanced mixed-signal products that serve the aerospace & defense, communications, and sensing markets. Our best-in-class components and systems support a broad array of applications including navigation and inertial sensing, defense optoelectronics, broadband communications, optical sensing, and specialty chips for telecom and data center. We leverage industry-leading Quartz MEMS, Lithium Niobate, and Indium Phosphide chip-level technology to deliver state-of-the-art component and system-level products across our end-market applications. EMCORE has vertically-integrated manufacturing capability at its wafer fabrication facility in Alhambra, CA, and Quartz MEMS manufacturing facility in Concord, CA. Our manufacturing facilities maintain ISO 9001 quality management certification, and we are AS9100 aerospace quality certified at our facility in Concord. For further information about EMCORE, please visit <http://www.emcore.com>.

Forward-looking statements:

The information provided herein may include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements include statements regarding the anticipated benefits, including anticipated revenue, of EMCORE's acquisition of the Space and Navigation business from L3Harris Technologies, market trends and the anticipated relationship with L3Harris Technologies following the transaction. These forward-looking statements are based on management's current expectations, estimates, forecasts, and projections about EMCORE and are subject to risks and uncertainties that could cause actual results and events to differ materially from those stated in the forward-looking statements, including without limitation, the following: (a) uncertainties regarding the effects of the COVID-19 pandemic and the impact of measures intended to reduce its spread on our business and operations, which is evolving and beyond our control; (b) the rapidly evolving markets for the L3Harris Space and Navigation business and EMCORE's products and uncertainty regarding the development of these markets; (c) EMCORE's and the L3Harris Space and Navigation business's historical dependence on sales to a limited number of customers and fluctuations in the mix of products and customers in any period; (d) delays and other difficulties in commercializing new products; (e) the failure of new products; (f) to perform as expected without material defects, (ii) to be manufactured at acceptable volumes, yields, and cost, (iii) to be qualified and accepted by our customers, and (iv) to successfully compete with products offered by our competitors; (f) uncertainties concerning the availability and cost of commodity materials and specialized product components that we do not make internally; (g) actions by competitors; (h) acquisition-related risks, including that (i) the revenues and net operating results obtained from the L3Harris Space and Navigation business may not meet our expectations, (ii) the costs and cash expenditures for integration of the L3Harris Space and Navigation business operations may be higher than expected, (iii) there could be losses and liabilities arising from the acquisition of the L3Harris Space and Navigation business that we will not be able to recover from any source, and (iv) we may not realize sufficient scale in our inertial navigation product line from the acquisition of the L3Harris Space and Navigation business and will need to take additional steps, including making additional acquisitions, to achieve our growth objectives for this product line and (i) other risks and uncertainties discussed under Item 1A - Risk Factors in our Annual Report on Form 10-K for the fiscal year ended September 30, 2021, as updated by our subsequent periodic reports. Forward-looking statements

contained in this press release are made only as of the date hereof, and EMCORE undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

Contact:

EMCORE Corporation

Tom Minichiello
Chief Financial Officer
(626) 293-3400
investor@emcore.com