

**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 6, 2015

DIODES INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

002-25577
(Commission
File Number)

95-2039518
(I.R.S. Employer
Identification No.)

4949 Hedgcoxe Road, Suite 200
Plano, Texas
(Address of principal executive offices)

75024
(Zip Code)

(972) 987-3900
(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))
-

Item 1.01. Entry into a Material Definitive Agreement.

On November 6, 2015, Diodes Incorporated (“Diodes”), Pericom Semiconductor Corporation (“Pericom”) and PSI Merger Sub, Inc. (“Merger Sub”) entered into Amendment No. 1 (the “Merger Agreement Amendment”) to the Agreement and Plan of Merger (the “Merger Agreement”), dated as of September 2, 2015, by and among Diodes, Pericom and Merger Sub to (i) increase the Merger Consideration, as defined in the Merger Agreement, from \$17.00 per share in cash, without interest, to \$17.75 per share in cash, without interest, and (ii) increase the Termination Fee, as defined in the Merger Agreement, from \$15 million to \$15.7 million.

The foregoing description of the Merger Agreement Amendment is qualified in its entirety by the full text of such agreement, a copy of which is filed attached as Exhibit 2.1 to this Report and is incorporated herein by reference.

Additional Information and Where to Find It

Pericom has filed with the Securities and Exchange Commission (the “SEC”) a definitive proxy statement in connection with its proposed acquisition by Diodes and furnished or filed other materials with the SEC in connection with the proposed transaction. The definitive proxy statement has been sent or given to the shareholders of the Company and contains important information about the proposed transaction and related matters. In connection with the amended merger agreement, Pericom will file with the SEC and furnish to Pericom’s shareholders a supplement to the proxy statement. BEFORE MAKING ANY VOTING DECISION, PERICOM’S SHAREHOLDERS ARE URGED TO READ THE PROXY STATEMENT, THE SUPPLEMENT TO THE PROXY STATEMENT, AND THOSE OTHER MATERIALS (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY CONTAIN AND WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION AND THE PARTIES TO THE PROPOSED TRANSACTION. The proxy statement, proxy statement supplement and other relevant materials (when they become available), and any other documents filed by Pericom with the SEC, may be obtained free of charge at the SEC’s website at www.sec.gov. In addition, security holders will be able to obtain free copies of the proxy statement from Pericom by contacting Pericom’s Investor Relations by telephone at (408) 232-9100, or by mail to Investor Relations Department, Pericom Semiconductor Corporation, 1545 Barber Lane, Milpitas, California 95035 or by going to Pericom’s Investor Relations page on its corporate website at www.pericom.com.

Participants in the Solicitation

Pericom, Diodes and their directors and executive officers may be deemed to be participants in the solicitation of proxies from the shareholders of Pericom in connection with the proposed transaction. Information regarding the interests of these directors and executive officers in the transaction described herein is included in the proxy statement described above. Additional information regarding the directors and executive officers of Pericom is included in Pericom’s amendment to its Annual Report on Form 10-K, which was filed with the SEC on October 14, 2015, and is supplemented by other public filings made, and to be made, with the SEC by Pericom. Additional information regarding the directors and executive officers of Diodes is included in Diodes’ proxy statement for its 2015 Annual Meeting, which was filed with the SEC on April 16, 2015, and is supplemented by other public filings made, and to be made, with the SEC by Diodes.

Forward-Looking Statements

Safe Harbor Statement Under the Private Securities Litigation Reform Act of 1995: Any statements set forth in this Report or the documents attached hereto that are not historical facts are forward-looking statements that involve risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. Such statements include statements as to: the expected timing of the acquisition; and other statements identified by words such as “estimates,” “expects,” “projects,” “plans,” “will” and similar expressions. Potential risks and uncertainties include, but are not limited to, such factors as: the possibility that the transaction may not be consummated, including as a result of any of the conditions precedent; the risk of superior acquisition proposal from other parties; the risk of Diodes being unable to obtain sufficient financing from lenders to complete the acquisition; the risk of global market downturn conditions and volatilities impacting the completion of the acquisition or the

funding; the risk that Pericom's business will not be integrated successfully into Diodes'; the risk that the expected benefits of the acquisition may not be realized, including the expected benefits to shareholders, customers, suppliers and channel partners; difficulties coordinating Diodes' and Pericom's new product and process development, unexpected manufacturing difficulties or delays at one or more manufacturing facilities, unanticipated costs of the transaction, and the impact of competition and other risk factors relating to our industry and business as detailed from time to time in Diodes' and Pericom's filings with the SEC. You should not place undue reliance on these forward-looking statements, which speak only as of the date thereof. Diodes undertakes no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1	Amendment No. 1 to Agreement and Plan of Merger, dated November 6, 2015, among Diodes Incorporated, PSI Merger Sub, Inc. and Pericom Semiconductor Corporation

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 thereunto duly authorized.

DIODES INCORPORATED

Date: November 9, 2015

By /s/ Richard D. White

Richard D. White,
Chief Financial Officer

**AMENDMENT NO. 1
TO
AGREEMENT AND PLAN OF MERGER**

**BY AND AMONG
DIODES INCORPORATED,
PSI MERGER SUB, INC.**

**AND
PERICOM SEMICONDUCTOR CORPORATION**

Dated as of November 6, 2015

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER, dated as of November 6, 2015 (this "*Amendment No. 1*"), by and among DIODES INCORPORATED, a corporation incorporated in the State of Delaware ("*Parent*"), PSI Merger Sub, Inc., a corporation incorporated in the State of California ("*Merger Sub*"), and PERICOM SEMICONDUCTOR CORPORATION, a corporation incorporated in the State of California (the "*Company*"). Each of the parties to this Amendment No. 1 is individually referred to herein as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, Parent, Merger Sub and the Company entered into that certain Agreement and Plan of Merger dated as of September 2, 2015 (the "*Merger Agreement*");

WHEREAS, pursuant to Section 9.7 of the Merger Agreement, at any time prior to the Effective Time, the Merger Agreement may be amended or supplemented in any and all respects, whether before or after receipt of the Company Shareholder Approval, by written agreement signed by each of the Parties;

WHEREAS, the Parties wish to amend the Merger Agreement to reflect (a) an increase in the amount of the Merger Consideration and (b) an amendment to the definition of "Termination Fee" set forth in Annex A of the Merger Agreement;

NOW, THEREFORE, in consideration of the premises set forth above, the mutual promises and covenants set forth herein and for other good and valuable consideration receipt of which is acknowledged, the Parties hereby agree as follows:

1. Defined Terms:

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Merger Agreement.

2. Amendment to the Merger Agreement

2.1 The first sentence of Section 2.1(a) of the Merger Agreement is hereby deleted entirely and replaced with the following:

"(a) Merger Consideration. At the Effective Time, by virtue of the Merger and without any action on the part of the Parties or holders of any securities of the Parties, subject to Section 2.1(d), each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (excluding Company Shares to be cancelled in accordance with Section 2.1(b) and any Dissenting Shares) shall be automatically converted into the right to receive \$17.75 in cash, without interest (the "*Merger Consideration*")."

2.2 The definition of "Termination Fee" set forth in Annex A – Definitions of the Merger Agreement is hereby deleted entirely and replaced with the following:

" "Termination Fee" means \$15,700,000."

3. No Other Change

The Parties hereby acknowledge and agree that the other terms and provisions of the Merger Agreement shall not be affected and shall continue in full force and effect.

4. Counterparts; Facsimile Execution

This Amendment No. 1 may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Parties. Facsimile or .pdf execution and delivery of this Amendment No. 1 is legal, valid and binding for all purposes.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be duly executed by their respective authorized signatories as of the date first indicated above.

DIODES INCORPORATED

By: /s/ Keh-Shew Lu
Name: Keh-Shew Lu
Title: Chief Executive Officer

PSI MERGER SUB, INC.

By: /s/ Keh-Shew Lu
Name: Keh-Shew Lu
Title: Chief Executive Officer

PERICOM SEMICONDUCTOR CORPORATION

By: /s/ Alex Chiming Hui
Name: Alex Chiming Hui
Title: Chief Executive Officer