

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): June 30, 2021

**ALLEGRO MICROSYSTEMS, INC.**  
(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

955 Perimeter Road

Manchester, New Hampshire  
(Address of principal executive offices)

001-39675

Commission File Number

46-2405937

(I.R.S. Employer  
Identification No.)

03103

(Zip Code)

(603) 626-2300

(Registrant's telephone number, including area code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

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 | Name of each exchange on which registered |
|--|----------------|---|
| Common Stock, par value \$0.01 per share | ALGM           | The Nasdaq Global Select 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.**

As previously disclosed, Allegro MicroSystems, Inc. (the “Company”) is party to a Stockholders Agreement (the “Stockholders Agreement”), dated as of September 30, 2020, by and among the Company, OEP SKNA, L.P., a Cayman Islands exempted limited partnership (“OEP”), and Sanken Electric Co., Ltd., a Japanese corporation (“Sanken” and together with OEP, the “Stockholders”).

On June 30, 2021, the Company and the Stockholders entered into an Addendum to the Stockholders Agreement (the “Addendum”). The Addendum waives certain provisions of Section 1 of the Stockholders Agreement for the sole purpose of (i) allowing Reza Kazerounian, a current member of the Board of Directors (the “Board”) of the Company, to be nominated for election as a Class I Director at the Company’s upcoming 2021 annual meeting of stockholders (the “Annual Meeting”) and, if elected by stockholders, for Mr. Kazerounian to serve for a term ending at the Company’s 2024 annual meeting of stockholders (the “2024 Annual Meeting”) and to serve for any subsequent terms for which he may be nominated and elected and (ii) allowing the Board size to be set at 10 directors after the Annual Meeting. Other than the waiver to allow (i) and (ii) above, the provisions of Section 1 of the Stockholders Agreement remain in full force and effect and continue to delineate the rights and obligations of the parties to the Stockholders Agreement regarding the designation and election of other Board members.

The Addendum provides that, in connection with his nomination for election as a Class I Director at the Annual Meeting and, if elected by stockholders, his service on the Board, Mr. Kazerounian shall be deemed to be a joint designee of both OEP and Sanken and that upon Mr. Kazerounian’s departure from the Board, the size of the Board shall be reduced to nine directors. The Addendum also provides that each of Mr. Kazerounian and the CEO Director (as defined in the Stockholders Agreement) may be removed from the Board without cause at any time by the affirmative vote of a majority in voting power of the outstanding capital stock of the Company entitled to vote thereon if each of Sanken and OEP provides the Company its prior written consent.

The foregoing description of the Addendum does not purport to be complete and is qualified in its entirety by reference to the complete text of the Addendum, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.****(d) Exhibits**

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| Exhibit 10.1       | <a href="#"><u>Addendum to Stockholders Agreement of Allegro MicroSystems, Inc., dated as of June 30, 2021, by and among Allegro MicroSystems, Inc., OEP SKNA, L.P. and Sanken Electric Co., Ltd.</u></a> |
| Exhibit 104        | Cover Page Interactive Data File (formatted as 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.

ALLEGRO MICROSYSTEMS, INC.

Date: July 1, 2021

By: /s/ Paul V. Walsh, Jr.  
Paul V. Walsh, Jr.  
Senior Vice President, Chief Financial Officer and Treasurer

**ADDENDUM TO STOCKHOLDERS AGREEMENT OF  
ALLEGRO MICROSYSTEMS, INC.**

THIS ADDENDUM TO STOCKHOLDERS AGREEMENT OF ALLEGRO MICROSYSTEMS, INC. (this “Addendum”), dated as of June 30, 2021, is entered into by and among Allegro MicroSystems, Inc., a Delaware corporation (the “Corporation”), OEP SKNA, L.P., a Cayman Islands exempted limited partnership (“OEP”), and Sanken Electric Co., Ltd., a Japanese corporation (“Sanken” and together with OEP, the “Stockholders”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Stockholders Agreement (as defined below).

**RECITALS**

**WHEREAS**, the Corporation and the Stockholders previously entered into a Stockholders Agreement, dated as of September 30, 2020 (the “Stockholders Agreement”).

**WHEREAS**, Section 1(a) of the Stockholders Agreement provides that, from and after the First Annual Meeting, the number of Directors constituting the full Board shall be fixed at nine (9).

**WHEREAS**, Section 1(f) of the Stockholders Agreement requires, among other things, one of the OEP Directors then-serving as a Class I Director not to stand for re-election at the First Annual Meeting.

**WHEREAS**, the Corporation, OEP and Sanken have each determined that it is advisable for the size of the Board to be ten (10) Directors after the First Annual Meeting and for Reza Kazerounian to be nominated for election as a Class I Director at the First Annual Meeting to serve for a three-year term ending at the Corporation’s 2024 annual meeting of stockholders.

**NOW, THEREFORE**, the parties to this Addendum agree as follows:

1. **Waiver**. Solely to allow for the nomination of Mr. Kazerounian for election as a Class I Director at the First Annual Meeting and, if elected by stockholders, for Mr. Kazerounian to serve for a term ending at the Corporation’s 2024 annual meeting of stockholders and to serve for any subsequent terms for which he may be nominated and elected (the “RK Nomination and Service”), the Corporation and the Stockholders, as applicable, agree to waive the provisions of Section 1 (including Sections 1(a) and 1(f)) that would require the number of Directors constituting the full Board after the First Annual Meeting to be fixed at nine (9) or that would require one of the OEP Directors then-serving as a Class I Director not to stand for re-election at the First Annual Meeting, in each case, solely to the extent such provisions would prevent the RK Nomination and Service. For the avoidance of doubt, other than the waiver in connection with the RK Nomination and Service, the provisions of Section 1 remain in full force and effect and continue to delineate the rights and obligations of the parties to the Stockholders Agreement regarding the designation and election of other Board members.

2. Designee Status; Departure from Board. In connection with his nomination for election and service as a Director, Mr. Kazerounian shall be deemed to be a joint designee of both OEP and Sanken. Upon Mr. Kazerounian's departure from the Board, the size of the Board shall be reduced to nine (9) Directors.
3. Consents. The following provisions of this Section 3 shall be deemed incorporated by reference into the Stockholders Agreement. Notwithstanding anything to the contrary in the Stockholders Agreement and for the avoidance of doubt, the joint OEP and Sanken Director and CEO Director designated as such for nomination in accordance with or under the Stockholders Agreement (for purposes of the Stockholders Agreement and the Third Amended and Restated Certificate of Incorporation) may be removed from the Board without cause at any time by the affirmative vote of a majority in voting power of the outstanding capital stock of the Corporation entitled to vote thereon if each of Sanken and OEP provides the Corporation its prior written consent to the proposal to so remove such Director.
4. Continuance of the Stockholders Agreement. Except as expressly set forth herein, this Addendum shall not, by implication or otherwise, alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Stockholders Agreement, all of which shall continue in full force and effect and are expressly ratified by each of the undersigned.
5. Term. The provisions of Sections 3 and 4 of this Addendum and this Section 5 shall remain in effect until the termination of the Stockholders Agreement. The remainder of this Addendum (other than Sections 3 and 4 hereof and this Section 5) shall remain in effect during the entirety of Mr. Kazerounian's term of service as a Board member and shall terminate upon Mr. Kazerounian's departure from the Board.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the day and year first above written.

**ALLEGRO MICROSYSTEMS, INC.**

By: /s/ Ravi Vig  
Name: Ravi Vig  
Title: Chief Executive Officer

**OEP SKNA, L.P.**

By: /s/ Paul C. Schorr IV  
Name: Paul C. Schorr IV  
Title: General Partner

**SANKEN ELECTRIC CO., LTD**

By: /s/ Yoshihiro Suzuki  
Name: Yoshihiro Suzuki  
Title: Sr. Vice President